

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089806-21-S, Landscape Maintenance at Friars Road and SR-163 Interchange

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089806-21-S, Landscape Maintenance at Friars Road and SR-163 Interchange (Contractor).

RECITALS

On or about 5/19/2021, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Landscape Maintenance services for the Friars Road and State Route 163 Interchange as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of four (4) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for one (1) additional one (1) year period. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the Contractor's Pricing for the initial term of the Contract.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract

- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any

- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Aztec Landscaping, Inc.
Bidder

BY:



7980 Lemon Grove Way
Street Address

Print Name: Claudia C. Abarca
Director Purchasing & Contracting Department

Lemon Grove
City

August 27, 2021
Date Signed

(619) 464-3303
Telephone No.

rafael@azteclandscaping.com
E-Mail

BY:



Signature of Bidder's Authorized
Representative

Rafael A. Aguilar
Print Name

V.P. of Operations
Title

June 7, 2021
Date

Approved as to form this 31st day of

August, 2021.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of

bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design,

performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for

release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not

unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Reserved.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego (CITY), Engineering & Capital Projects Department (ECP) is soliciting bids for a licensed Landscape Maintenance contractor (Contractor) to provide Landscape Maintenance services at the site identified in Section B (Contract Sites and Staffing Requirements) of this document. Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance services in accordance with the specifications, herein. Services to be performed include, but are not limited to, the following:

- 1. Landscape Maintenance.** Contractor shall perform complete Landscape Maintenance services of all landscaped areas of the SR-163 and Friars Road Interchange (Contract Site) including, but not limited to, irrigation; pruning; shaping and training of trees, shrubs, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; edging; sweeping; and all other maintenance required to keep the Contract Site safe, attractive, and in useable condition, and to ensure plant material is healthy with horticulturally acceptable growth and color, for the duration of the contract.
- 2. Improvements Maintenance.** Contractor shall maintain improvements including, but not limited to, all components of irrigation, plant material, rock material, mulch, planting areas, sidewalks, and signage.
- 3. Extraordinary Labor.** Extraordinary Labor is a requirement of this contract and is intended for unplanned work, miscellaneous projects, and repair services, as approved by Contract Administrator. Urgent Extraordinary Labor projects may require a separate work crew to specifically perform the additional work. Contractor shall be able to provide a separate, specific work crew, if necessary. Extraordinary Labor is defined in Section O and includes examples of work typically performed under this provision. All Extraordinary Labor must be approved, in writing, by Contract Administrator prior to commencement of work.

Contractor will be required to provide all equipment as described in Section F (Equipment), labor, and materials necessary to perform landscape maintenance, improvements, irrigation services, and Extraordinary Labor in accordance with these specifications.

B. CONTRACT SITES AND STAFFING REQUIREMENTS

The estimated staffing for maintenance tasks for this contract shall include the staff necessary to perform the minimum service frequencies outlined in Section S of this contract.

Contract Site to be maintained under the terms of this contract are listed below:

Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

East and west side of SR-163 Freeway and Friars Road interchange, southbound and northbound off/on ramps; see Attachment 1- Irrigation and Planting Plans for entirety of areas to be maintained.

C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007145	June 30, 2022	Aztec Landscaping, Inc.

D. LICENSES

To perform the work described in this solicitation, bidders must hold a current C-27 Contractors License, issued by the State of California.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor and must be registered with the County Agriculture Commissioner. Contractor must possess the below licenses prior to submitting their bid.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C27 No.: 642504	04/30/2022	Aztec Landscaping, Inc
Qualified Applicator Certificate	Category B Certificate No: 92975	12/31/2021	Jaime Rocha
Pest Control Business License	License No. 30311	12/31/2022	Aztec Landscape Company
Pest Control Advisor	Registration No. 74624	12/31/2021	James C Thompson Jr

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

E. PERMITS

To perform the work described in this contract, the Contractor must obtain a Double (Rider) Caltrans Encroachment Permit (Double Permit) to cover the entire contract period. Cost for the permit will be reimbursed by the City as extraordinary labor.

Failure to obtain this Double Permit limits the ability of the Contractor to perform the landscape maintenance services as described in these specifications and may result in termination of contract.

F. EQUIPMENT

Contractor shall supply all equipment necessary to complete the entirety of the scope of work under this contract.

Refer to page "9 of 12" of the Contractor Standards Pledge of Compliance form regarding "Statement of Available Equipment".

G. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the City's Engineering & Capital Projects Department, the designee specified on purchase orders issued under this Contract.

The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance with the scope of work and/or performance to Contract specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

H. MATERIALS

Estimated annual material costs to fulfill all routine task frequencies under this contract shall be in accordance with fair market pricing at time of award of contract. Material estimates should include any/all material costs including, but not limited to, irrigation, weed control, litter control, fertilization, pest control, etc. on the Schedule of Task Costs pages. Contractor must be able to verify any and all material costs and quantities listed in their bids. Upon request, Contractors shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

The Contract Administrator will evaluate all material costs associated with tasks specified under this contract and may reject any bid that under or over estimates the material costs

associated with the task requirements. It is recommended that Contractor considers all factors including project square footage, task frequencies and specifications impacting material costs.

I. PERFORMANCE BOND

Prior to the execution of the Contract, the successful bidder will be required to post a performance bond (Bond) in a sum equal to twenty-five percent (25%) of the Contract amount and under the provisions outlined in City's General Contract Terms and Provisions (Exhibit C).

J. INITIAL SITE INSPECTION AND ACCEPTANCE OF WORK

Contractor shall accept the existing condition of all Contract Sites at the time of contract award. Approximately ten (10) days after the commencement of work, Contractor shall tour Contract Sites with the Contract Administrator. The Contract Administrator may authorize a mutually agreed upon one-time (1) payment to Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, Contractor shall bring the Contract Sites into compliance with the bid specifications and thereafter maintain them as specified herein.

K. QUALITY OF WORK

Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Areas being maintained. The Contract Administrator, or designee, shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

L. CONTRACTORS ABILITY TO PERFORM

Contractor must have the staffing, equipment knowledge, and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. Some priority projects may need to be performed immediately. In the event Contractor is awarded extraordinary labor work, Contractor shall provide a separate specific work crew to accomplish projects as may be required.

M. CONTRACTOR RESPONSIBILITIES

Contractor is responsible for ensuring that worked performed under this contract by Contractor's employees, representatives, and/or subcontractors conforms with the specifications and guidelines herein, adheres to best-practice standards for landscape maintenance, and complies with all applicable state and local regulations.

- 1. General Requirements and Information.** Contractor shall be aware of and comply with regulatory matters related to safety, hazardous conditions, hazardous waste and disposal, water conservation and recycling, and environment concerns.

- a. Safety. Contractor to ensure all work performed under this contract is done so in a manner that provides maximum safety to the public and, where applicable, comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
- b. Hazardous Conditions. Contractor is required to keep the Contract Site free of hazards to persons and/or property resulting from Contractors operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractors operations shall be immediately reported to the Contract Administrator.
- c. Hazardous Waste and Disposal. Contractor shall become familiar with the procedures for disposing of hazardous waste, which are shown below. In the event Contractor finds, suspects, or is made aware of any illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor, staff, the public, the landscape environment, and/or adjacent properties, Contractor staff and Subcontractors shall adhere to the procedures.

Hazardous Waste Disposal Procedure

In all areas covered by this contract, Contractor and/or Contractors subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of workers, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Do not remove, touch, or sniff any of the product.
- 2) Cordon off the area where the material has been found, to the extent possible.
- 3) Immediately call 911 (Fire Department) and provide all relevant information such as:
 - a) Finder's name and company
 - b) Specific location of material
 - c) Try to determine:
 - i) Number, size, and types of containers
 - ii) Description of labels
 - iii) Spillage to soil, pavement, or water
 - iv) Description: solid, liquid, color, obvious odor
 - v) Any danger to public
- 4) Inform the appropriate Supervisor and City Contract Administrator, as soon as possible.
- 5) Remain at site until the Fire Department arrives.

performing any of these operations. The Work Schedule provided by Contractor must be completed and submitted to the Contract Administrator prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

Unless otherwise specified, Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday with the exception of the holidays listed in Section O (City-Observed Holidays), above. Any alternate work schedule shall be authorized by the Contract Administrator within seven (7) days advanced written notice. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at other hours where the public's use of the Contract area is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable disturbance to staff and visitors of the facilities, e.g., operations of power equipment, shall not commence before 8:00 a.m.

Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

Contractor shall acquaint itself with conditions at the Contract Site so as not to interfere with City or Caltrans operations. Contractor shall not stop, delay, or interfere with City or Caltrans work schedule(s) or operations without prior approval from the Contract Administrator. Contractor shall be entirely responsible for working in harmony with all others on the Contract Site (i.e. City/Caltrans staff and Contractor's staff) when Contractor is working in the Contract Site.

6. **Staffing.** Contractor shall provide properly licensed and trained personnel to perform the services to which staff is assigned within the prescribed timeframe. Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leaves for staff assigned to this Contract. While on the Contract Site, employees and agents of Contractor shall comply with all City rules and regulations.
 - a. **Supervision.** Contractor shall have on the Contract Site at all times, competent Supervisors (may be Working Field Supervisor) capable of discussing all matters pertaining to the contract with the Contract Administrator. Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, to the satisfaction of the Contract Administrator, all work required under this contract. Supervisory personnel shall include the following:
 1. **Working Field Supervisor.** Working Field Supervisor (Field Supervisor) must have a minimum of three (3) years' experience overseeing all phases

of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This individual must be able to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Contract Administrator. A minimum of one (1) qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this contract.

The working Field Supervisor shall have verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for drought tolerant, California native plants, ornamental trees, shrubs and groundcover, and exotic weeds as required for proper maintenance of all areas.

A resume of the assigned working Field Supervisor must be submitted with bid. Failure to do so may result in bid submittal being deemed non-responsive.

Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Contract Administrator and is subject to approval based on compliance to the aforementioned requirements.

The working Field Supervisor must be capable of identifying disease and pests, determining water needs of plants/trees/turf, and recommend adjustments and solutions. Supervisor shall be qualified to evaluate the landscape materials, plants irritation and provide feedback to the City regarding deficiencies issues and provide remedial actions.

In addition, the Supervisor shall inspect all areas under the contract a minimum of once a week. These inspections shall include a written Punch List (to be completed by the Supervisor) of deficient items and proposed dates of correction. The Punch List is itemized and noted during the site walk to identify work tasks. Punch Lists are to be given to the Contract Administrator on a weekly basis. Date and time to be determined by the Contract Administrator upon award.

- b. Irrigation Technician.** Irrigation Technicians must have a minimum of three (3) years' experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times.

Irrigation Technicians must have knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and

experience in troubleshooting and repairing all irrigation components utilized by the City and Caltrans.

Irrigation Technicians must have verifiable experience (knowledge, skills and abilities) and must be able to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens. **A resume of the assigned Irrigation Technician must be submitted with bid. Failure to do so may result in bid submittal being deemed non-responsive.**

- c. **Communication Skills.** Contractor shall ensure that all onsite Working Field Supervisors can effectively communicate in English, both verbally and in writing. The Working Field Supervisor must be capable of completing, in English, legible written forms and must be capable of understanding oral and/or written instructions in English.
 - d. **Physical Ability to Perform Work.** Contractor shall ensure that all personnel are physically and mentally able to do their assigned work.
 - e. **Proper Conduct.** Contractor employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance to the public.
 - f. **Uniforms.** Landscaping staff shall work in neat and clean uniforms. Contractor will furnish their employees with a shirt, or some other type of upper-body apparel, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times, while on Contract Site. Failure to do so may result in termination of contract.
 - g. **Removal of employee.** Contractor shall remove from Contract Sites any and all employees deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City, as determined by the Contract Administrator.
7. **Repairs to Existing Facilities and Irrigation Systems.** All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Contract Administrator. All work will be repaired or replaced in kind, unless otherwise approved. Compensation for materials shall be at the cost of the items involved plus ten percent (10%) markup fee for the Contractors cost of handling. Compensation for labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Contract Administrator.
- a. **Damage or Alteration Resulting from Contractor Performance.** Contractor shall be responsible, at no cost to the City, for the repair or replacement of all

portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Contract Administrator. Damages and alternations shall be repaired or replaced in kind, as approved by the Contract Administrator.

Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract.

A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If repairs are not made by the Contractor to the satisfaction of the Contract Administrator, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Contract Administrator.

- b. All irrigation operation and adjustments shall be performed at no additional costs to the City.
- c. **Irrigation Systems Repair and Replacement.** The Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to the City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the work site. Repair or replacement includes, but is not limited to, sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any deviation must be approved in writing by the Contract Administrator.

The City will pay for repairs to facilities damaged by vandalism or theft upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor's cost of handling. Compensation for labor shall be for the allowable repair times specified below using the labor rate specified on the proposal form.

Estimated repair times are as follows:

Repairs to Sprinkler Irrigation Systems and Water Lines	Repair Time (Estimates)
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler. Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

- 8. Maintenance of Controller Cabinets and Battery Numbers.** Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.
- 9. Managing Automatic Irrigation Controllers.** Contractor shall take measures to protect City assets and prevent loss including, but not limited to, the following:
- a. Ensure controller cabinets and building doors are locked at all times;
 - b. Refrain from duplicating any coded City/Caltrans key furnished by the City that provides access to and operation of the controller;
 - c. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City of San Diego;
 - d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Contract Administrator.
- 10. Use of Chemicals.** Contractor shall submit sample labels and Material Safety Data Sheets (MSDS) for all chemical herbicides, insecticides, and rodenticides proposed for use under this contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed Pest Control Advisor (PCA). Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Contract Administrator. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides shall be applied until its use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractors invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

- 11. Litter and Debris.** Contractor shall keep Contract Sites free of litter, debris, and trash at all times to the extent reasonably possible.
 - a. Contractor Generated Trash.** Contractor shall promptly remove all debris generated by pruning, trimming, weeding, edging and other work required in the specifications of this contract. Immediately after working in areas of public streets, walkways, gutters, driveways, and paved areas, Contractor shall clean them with suitable equipment.
 - b. Litter Pick-up.** In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.
 - c. Hazardous Litter.** Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.
- 12. Graffiti.** Contractor shall be responsible for keeping Contract Sites free of graffiti. Contractor shall charge extra for the cost of materials plus ten percent (10%) markup fee to remove graffiti. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of receiving notice of such graffiti or discovery, whichever occurs first. The Contractor shall notify the Contract Administrator and receive approval prior to the purchase of materials. Repairs necessary to correct such damage will be performed by the City or by Contractor as Extraordinary Labor, subject to Contract Administrator approval.
- 13. Invoicing.** Contractor will be paid in accordance with Article III (Compensation) of City's General Contract Terms and Provisions, EXHIBIT C, attached herein.

Contractor shall submit one (1) invoice identified as "original" and one (1) invoice identified as "copy" to Contractor Administrator, or designee, by the 10th of the following month in which work was performed. Invoices shall reference the current purchase order number, show the maintenance tasks performed, and allow for City-

approved adjustment. Billing shall be consistent with the rates outlined in the Price Schedule.

Invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed, and shall detail the work provided. Contractor must attach written authorization from the Contract Administrator approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor will be the wholesale cost of the items involved plus ten percent (10%) for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall accompany each invoice and shall be submitted in accordance with Number 8 (Use of Chemicals), above.

N. TYPES OF SERVICES AND METHOD OF PERFORMING WORK

Contractor shall ensure all work performed under this contract conforms with the manner outlined below and in accordance with the service frequencies prescribed in Section S (Service Frequencies).

1. **Facility Maintenance.** Contractor to ensure Contract Sites are maintained so that they are safe, non-hazardous, and in usable condition at all times, with specific attention to the following:
 - a. **Sidewalks and Other Paved Surfaces.** Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within twenty-four (24) hours to the Contract Administrator.
 - b. **Repair of Damage or Malfunction.** Contractor shall report any damage to facility or malfunction of equipment not specifically outlined to Contract Administrator, within twenty-four (24) hours. Repairs necessary to correct damaged, malfunction, or an otherwise unsatisfactory condition not as a result of Contractors negligence shall be performed by the City.
2. **Inspections.** The Contractor shall provide comprehensive ongoing inspection of the job site(s). Inspections shall be performed by the Working Field Supervisor as well as a non-working Supervisor who shall provide the Contract Administrator with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the contract Specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications.

Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and

shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract.

3. **Irrigation.** Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas. In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. Contractor shall advise the Contract Administrator within twenty-four (24) hours of those malfunctions.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation.

Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make necessary adjustments to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

City shall bear the cost for water used in the maintenance of sites covered under this contract with the exception of negligent water waste, which will be charged to Contractor as described in Section "e" below.

Irrigation shall be accomplished as follows:

- a. **Banks and Slopes.** Landscaped-improved banks and slopes shall be irrigated as required in accordance with current watering regulations written in specifications to maintain horticultural acceptable growth and color, and to encourage deep rooting.
- b. **Shrub Beds.** Shrub Beds shall be irrigated as required to maintain horticultural acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- c. **Newly Planted Trees, Shrubs, and Groundcover** shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period. Prior approval is required from the Contract Administrator to exceed watering regulations per Municipal Code 67.3806

governing Drought Level 2 – Drought Alert Conditions. Watering regulations are subject to change during the term of this contract.

- d. **Compliance with Applicable Water Regulations.** Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see San Diego Municipal Code section 67.38) and any adopted City policies or procedures with respect to water usage and irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Contract Administrator before exceeding any applicable water regulations.
- e. **Excessive Use or Waste of Irrigation Water.** When excessive use or waste of irrigation water results from Contractor's, or any subcontractors, performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the City Water Authority, or other legal entities arising out of performance of this Contract

4. **Groundcovers.** Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolens or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape.

Groundcovers shall be maintained as follows:

- a. **Irrigation.** All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.
- b. **Edging.** Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Contract Administrator. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is not acceptable.
- c. **Pruning.** All groundcover plantings shall be thinned and pruned as necessary to keep them within their intended bounds, and at such other times as directed by the Contract Administrator for the health of the plantings and the appearance of the site.
- d. **Replanting.** Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Contract Administrator, according to Item 8, Replacement of Plant Material, below.

e. **Cultivation.** The open soil between plants shall be cultivated where the planting permits.

5. **Pruning of Shrubs and Groundcover Plants.** All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Pruning shall be done in a manner that allow plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Contract Administrator. Shearing, hedging or severe pruning of plants, unless authorized by the Contract Administrator, shall not be permitted. Growth regulators shall not be used.
6. **Weed Control.** For the purposes of these specifications, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods. The Contract Administrator, however, may restrict the use of chemical weed control in certain areas. Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks. Contractor shall move back into place any rocks and/or mulch displaced due to the weeding process. This section shall be interpreted to mean complete removal of all weed growth.
7. **Disease and Pest Control.** Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Contract Administrator within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Contract Administrator, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized.

Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Contract Administrator. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractors monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture and submit to the

Contract Administrator within thirty (30) days of expiration a copy of the valid certificate.

8. **Replacement of Plant Material.** In order to ensure maximum healthy growth and the overall aesthetics of plant material in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Contract Administrator. If plant replacements are deemed necessary due to no-fault of Contractor, the City will pay for labor at the Contractor's Extraordinary Labor rate listed in the Pricing Schedule. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus ten percent (10%) for the Contractor's cost of handling.

For plant replacements necessitated by Contractor negligence or faulty maintenance, Contractor shall supply, at its own expense, all labor and materials to replace tree shrubs, groundcover, or other damaged plant material. The size and species of replacement plant materials shall be as directed by the Contract Administrator.

Contractor shall notify the Contract Administrator within four (4) days of the loss of plant material due to any cause.

9. **Tree Maintenance.** All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Contract Administrator.
 - a. **Tree Pruning.** Contractor shall, as part of this contract, be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard.
 - b. **Tree Replacement Due to Faulty Maintenance.** Contractor shall be responsible for the complete removal and replacement of trees lost due to Contractor's faulty maintenance or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 - c. **Newly Planted Trees.** All newly planted trees shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree, outside the

root ball, and secured to the tree with at least two (2) flexible rubber tree ties. Tree ties shall be inspected regularly to ensure against girdling and abrasion.

- d. **Uprooted Trees and Shrubs.** Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up-righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled.
- e. **Disposal of Tree Debris.** Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

10. **Fertilization.** Fertilization must occur in prescribed months, and shall be accomplished in a manner that produces an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately. Contractor shall inform the Contract Administrator at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted a Material Safety Data Sheet (MSDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this paragraph or in the following paragraphs. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

- a. **Fertilizer Delivery and Packaging.** Fertilizer shall be delivered to the site only in original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. Contractor shall furnish the Contract Administrator with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both copies to be retained by the City and the Contractor's copy must be signed by the Contract Administrator, on site, before any material may be used.

Contractor may not begin applying fertilizer until compliance with the requirements detailed in this section has been achieved.

- **Fertilizer Application Rate.** Fertilizer shall be applied at the rate as follows: nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, groundcovers, and trees as specified.
- b. **Acceptable Fertilizers.** Acceptable complete fertilizers include, but are not limited to:

1.	Best Turf Supreme 16-6-8
----	--------------------------

2.	Best Nitra King 21-2-4 with 2% iron
3.	Best Super Turf 25-5-5
4.	Best Triple Pro 15-15-15

Acceptable organic fertilizers include, but are not limited to, Milorganite or Gro-Power, which have been processed to remove excess levels of salt.

As deemed necessary by the Contract Administrator to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractors expense.

- c. **Irrigation of Applied Fertilizer.** Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- 11. **Inspection.** The Contractor shall provide comprehensive ongoing inspection of the job site(s). This inspection shall be performed by the field supervisor who shall provide the Contract Administrator with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the contract specifications.

- 12. **Reclaimed Water.** Reclaimed water is used to irrigate the landscaped areas in this contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. Proof of the above certification must be provided to the Contract Administrator at time of award.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads, and checks for compliance with recycled water regulations

- 13. **Traffic Control.** On those occasions when the requested work requires a street (including the roadway shoulder), sidewalk, alley, or bikeway to be blocked, wholly or partially, Contractor is to comply with the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones.

Information and the required written notices shall be obtained through the Contract Administrator. The required written notice must be filed prior to commencing work in the impacted area.

O. EXTRAORDINARY LABOR

Extraordinary labor is for approved miscellaneous projects (extraordinary work) at the contract site and is estimated to be approximately 2000 hours. Contractor must have the staffing, expertise, and knowledge to complete extraordinary work at a quality level acceptable by Contract Administrator and within the prescribed timeframe. Extraordinary labor must be approved, in writing, by the Contract Administrator, prior to conducting the extraordinary work.

Contractor may rent equipment necessary to complete the Extraordinary Work. If Contractor has the equipment to perform the Extraordinary Work, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Work requires the purchase of goods, supplies, materials, or rental of equipment, Contractor will be authorized to apply a ten percent (10%) markup fee on the cost to supply those items. The ten percent (10%) markup fee is not applicable to the Extraordinary Labor hourly rate. In addition, if the Contractor needs to use a Subcontractor on an extra labor project, Contractor will be authorized to apply a ten percent (10%) markup fee for any and all Subcontractor services required. Only Subcontractors listed on the Contractors Statement of Subcontractors or formally added to the contract approved by Purchasing and Contracting Department may be used. Contractor or approved Subcontractor will be compensated for additional debris removal, if approved by the Contract Administrator. **Examples of Extraordinary Work include, but are not limited to the following:**

- a. Initial cleanup of debris, trimming of trees, irrigation check & repair, edging, pruning, weed and litter removal, sweeping and fertilization, etc. to bring the site up to the level of standard which is to be maintained for the entire contract maintenance period.
- b. Installing and repairing irrigation systems as needed.
- c. Consulting services from a Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractors Statement of Subcontractors form.
- d. Bee nest removals (if not on Contractors staff, he/she must be included in the Contractors Statement of Sub-Contractors form.
- e. Palm Tree trimming
- f. Tree removal and disposal
- g. Locating and repairing damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- h. Clean-up of illegal dumps.
- i. Spreading wood chips/mulch.

- j. Pouring concrete pads, (if concrete Contractor is not on Contractors staff, he/she must be included in the Contractors Statement of Subcontractors form.
- k. Replacing irrigation controllers and irrigation cabinets.

Extraordinary Labor Hours for Planting. The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations at the Contract Areas and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Any/all changes must be approved in advance and in writing by the Contract Administrator. Planting hours shall include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole; mixing and addition of soil; amendments, and fertilizers; installation of tree stakes; staking and tying (as needed); open plant container, plant, construct plant berms, watering, clean up, etc.

Groundcover – Flat	4 flats/hour (hr.)
Shrub – 1 Gallon	10 plants/hr.
Shrub – 5 Gallon	4-5 plants/hr.
Tree/Shrub – 15 Gallon	2-3 plants/hr.
Tree/Shrub – 24" Box	4 hours/ea.
Tree/Shrub – 36" Box	12 hours/ea.
Tree/Shrub – 48" Box	24 hours/ea.

P. CITY-OBSERVED HOLIDAYS

The Days shown below are recognized as City-observed holidays. Contractor shall not perform any work on these holidays unless the Contract Administrator determines that a special circumstance exists requiring such services. In the event a special circumstance arises, written authorization from the Contract Administrator is required prior to work being performed.

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Christmas Day

Q. FAILURE TO PERFORM SATISFACTORILY

If Contractor fails to perform the work as specified herein, City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Price Schedule or the Schedule of Task Costs provided herein by Contractor.

City shall provide continuous inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and

Goods and Services ITB
 Revised: November 8, 2016
 OCA Document No. 1277089

deficiencies will be noted in writing on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract. The City's Contract Administrator or designee shall maintain a copy of the FIN for historical records. It will be the Contractor's responsibility to maintain copies for their respective files. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the Scope of Work which is defective, incomplete, or not performed;
2. Claims filed against the City for damage caused by Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claim;
3. Failure of Contractor to make payments properly to subcontractors for materials or labor;
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

R. FINAL SITE INSPECTION AND TURNOVER

Approximately thirty (30) days prior to the end of the contract period, the Contract Administrator will inspect Contract Sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the contract period. If the current Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Contract Administrator, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractors final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

S. SERVICE FREQUENCIES

This section outlines the minimum frequency a particular type of service is to be performed. In performing periodic operations required under this Contract, Contractor shall continue routine grounds maintenance services including, but not limited to, litter control, weed control, and irrigation within all Contract Sites without interruption.

Tas	Task Name	Task Description
1	Supervisory Inspection	Once a month, at a minimum, the field supervisor shall inspect <u>all</u> areas under the contract and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
2	Irrigation System Inspection	Once a month, the entirety of all irrigation systems (including drip) and controllers are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted monthly to the Contract Administrator.
3	Irrigation Systems - Maintenance and Repair	Prompt remedial actions required to ensure proper operation of irrigation systems, as needed.
4	Weed Removal/Abatement	Biweekly, to maintain areas in a weed free condition. If rocks/mulch are displaced due to the weeding then the contractor should move the rock/mulch back in place.
5	Edging	Once a month, edge curbs, sidewalks, and all fixtures (e.g., valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is not acceptable.
6	Litter/Trash/Debris Removal	Biweekly, to keep contract areas free of litter, trash, leaf and other debris. Blowers may be used for leaf debris removal, if operated properly; however, hand removal of leaves from plants may be necessary to ensure the health of the plants in the drought tolerant landscaped areas. Plants that die due to disease caused by leaf debris shall be replaced at the Contractor's expense.
8	Sweeping Hardscape	Once a month to keep sidewalk/walkways, and gutters free of sand, dirt, and other debris. All gutters must be swept with a broom. Blowers may be used if operated in a responsible manner. The Contract Administrator may at any time restrict the use of blowers in any area.
9	Storm Drain and Brow Ditch Cleaning	Once a month to keep storm drains and brow ditches free of dirt, sand, leaves, and other debris.
10	Pest Control/Fungicide/Other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.

11	Pruning – Trees	Once a year in July to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
12	Pruning – Shrubs and Groundcover	Once a month to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no
13	Fertilization – Trees, Shrubs and Groundcover	Four (4) times a year in January, April, July, and October, to promote healthy plant growth.
14	Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.

T. SUBCONTRACTORS

Subcontractors may be used for routine tasks, special functions, or professional services associated with the maintenance of the Contract Areas. The total dollar amount of all subcontracted work, however, cannot exceed fifty percent (50%) of the total Contract price. Contractor shall list any/all Subcontractors on the supplied Contractor Standards Pledge of Compliance form; Section K (Statement of Subcontractors & Supplier). Once the subcontractors list has been approved, requests for changes or additions to the subcontractors list must be submitted in advance, and approved and incorporated into the Contract by City’s Purchasing and Contracting Department (P&C). Contractor shall ensure that Subcontractors are properly licensed and certified to perform the required tasks/functions. Copies of subcontractor license, certification, and/or permits must be provided upon request by Contract Administrator. Special functions needed may include but are not limited to the following:

- a. A tree trimming services for trimming/thinning of tall trees such as palms, and for removal of large fallen trees. Must be certified and licenses to trim trees greater than 12’ in height.

- b. Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates and other pests.
- c. A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
- d. Concrete, masonry and asphalt work required as needed.
- e. Motorized Street Sweeper required for gutter sweeping.
- f. Any/all irrigation system repairs, including electrical.

U. SCHEDULE OF TASK COSTS INSTRUCTIONS

Contractor shall submit a one (1) time total cost for labor and materials for each task to be performed under this contract as listed in Section V, Schedule of Task Costs.

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The information contained in the one (1) time cost breakdown will be reviewed to determine a responsive bid. Contractors may be required to justify their one (1) time cost based on the City's estimate of reasonable time to perform specific tasks and materials required.

The information in Schedule of Task Costs may be used to determine amounts withheld for non-performance when inspections by the City indicate a specified task was not performed.

V. SCHEDULE OF TASKS COSTS

To determine the Yearly Cost for each task, provide the one (1) time task cost for the annual service frequency for each task. When finished, add the amounts in the yearly cost column and insert to calculate the Annual Landscape Maintenance Cost.

Category V: Rights-of-Way, Landscaped with Trees, Shrubs and Groundcover, Approximately 870,270 SF.

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS			
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.			
Task No.	Task Name	Annual Frequency	Yearly Cost
1	Supervisory Inspection	12	\$ 912.00
2	Irrigation System Inspection	12	\$ 16,692.00
3	Irrigation System Maintenance/ Repair	1	\$ 1,591.00
4	Weed Removal/ Abatement	26	\$ 46,020.00
5	Edging	12	\$ 5,568.00
6	Trash/Litter/ Debris Removal	26	\$ 9,048.00
7	Sweep Hardscape	12	\$ 4,176.00
8	Storm Drain and Brow Ditch Cleaning	12	\$ 16,704.00
9	Pruning – Trees	1	\$ 3,800.00
10	Pruning – Shrubs & Groundcover	12	\$ 22,272.00
11	Fertilization	4	\$ 7,600.00
ANNUAL LANDSCAPE MAINTENANCE TOTAL COST (A-1)			\$ 134,383.00

W. CONTRACTOR'S PRICING

Bidder must complete the Schedule of Tasks Costs table in Section V. To determine the Total Landscape Maintenance Cost (A-2) for a five (5) year service period, multiply the Annual Landscape Maintenance Cost (A-1) by five (5).

1. Estimated Need.

Category V: Rights-of-Way, Landscaped with Trees, Shrubs and Groundcover, Approximately 870,270 SF.

A. SR-163 and Friars Road Interchange Landscape Maintenance

Category	Est. Qty.	U/M	Description	Annual Landscape Maintenance Cost (A-1)	Total Landscape Maintenance Cost (5 Years)
V	<u>870,270</u>	SQ FT	Right-of-Way Landscaped with Trees, Shrubs and Groundcover	\$ 134,383.00	\$ 671,915.00

TOTAL SECTION A: \$ 671,915.00

B. Extraordinary Labor

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2000	HR	Extraordinary Labor	\$ 26.00	\$ 52,000.00

TOTAL SECTION B: \$ 52,000.00

NOTE: The cost of two thousand (2000) hours of extraordinary labor will be added to the bid price to determine the overall low bidder.

TOTAL SECTION A & B: \$ 723,915.00

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D
WAGE REQUIREMENTS

Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage

rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor and their subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, bidder certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and

qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1 A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2 A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	413	737

08-30-16
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

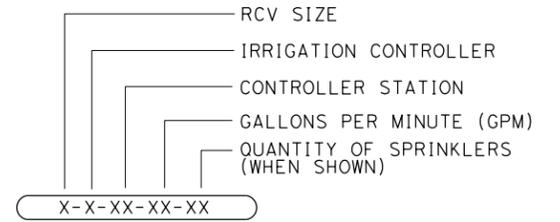
CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

IRRIGATION LEGEND

SYMBOL	DESCRIPTION	SPRAY PATTERN	OPERATING PRESSURE (psi)	PRESSURE COMPENSATING	PLUS/MINUS 5% ②				SPRINKLER ASSEMBLY																	REMARKS		
					DISCHARGE		RADIUS (ft+)	WIDTH x LENGTH (ft+)	FLOW SHUTOFF DEVICE	INLET CONNECTION (NPT INCH)	POSITIVE-LOCKING Adj ARC STOP	BACKSPLASH PREVENTER	DIFFUSER PIN	DISTANCE CONTROL FLAP	Adj DISCHARGE	RISER					POP-UP						TREE WELL	
					GALLONS PER MINUTE (GPM)	GALLONS PER HOUR (GPH)										RISER TYPE	MATERIAL		SIZE (IPS INCH)	HEIGHT (INCH)	SWING JOINT (INCH) ⑥	RISER SUPPORT	SWING JOINT (INCH) ⑥	INLET CONNECTION (NPT INCH)	SPRINKLER PROTECTOR (TYPE)		POP-UP HEIGHT (INCH)	SWING JOINT (INCH) ⑥
																PLASTIC	GALVANIZED											
⑤	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	F	50	-	3.5	-	40	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③
⑥	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	P	50	-	3.5	-	40	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③⑦
⑥	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	P	50	-	3.5	-	40	-	-	3/4	-	-	X	-	-	-	-	-	-	-	-	3/4	-	1	12	-	-	③⑦
⑦	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	F	50	-	7.5	-	48	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③
⑦	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	P	50	-	7.5	-	48	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③⑦
⑧	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	P	50	-	7.5	-	48	-	-	3/4	-	-	X	-	-	-	-	-	-	-	-	3/4	-	1	12	-	-	③⑦
⑪	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	F	50	-	1.8	-	25	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③
⑪	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	H	50	-	1.8	-	25	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③⑦
⑫	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	H	50	-	1.8	-	25	-	-	3/4	-	-	X	-	-	I	X	-	3/4	10	3/4	-	-	-	-	-	-	③⑦
△	POP-UP SPRINKLER ASSEMBLY	H	30	-	1.8	-	15	-	-	1/2	-	-	X	-	X	I	X	-	1/2	12	1/2	-	-	-	-	-	-	SHRUB SPRAY ⑧
●	TREE WELL SPRINKLER ASSEMBLY	-	30	X	1.0	-	-	-	-	1/2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	FLOOD BUBBLER ③④⑨⑩⑪⑫

- NOTES:**
- ALL LATERAL PLASTIC PIPE (SUPPLY LINE) NOT LABELED MUST BE 1 INCH, OR AS SHOWN ON PIPE SIZING CHARTS.
 - ALL SPRINKLER HEADS, VALVES AND PLASTIC PIPE (SUPPLY LINE) SHOWN NEAR MVP LOCATIONS ARE TO BE INSTALLED OUTSIDE OF THE PAVED MVP AREA. VALVES TO BE INSTALLED AT EXITING END OF THE MVP.
 - PULL ONE ADDITIONAL CNC WIRE FROM EACH CONTROLLER TO THE LAST VALVE BOX AT EACH VALVE MANIFOLD. (FOR FUTURE USE)

- LEGEND:**
- RCWA RECYCLED WATER CONNECTION ASSEMBLY
 - EIC - ELECTRIC Irr Cond (for CNC)
 - RWWS (FENCE/ENCLOSURE)
 - RWWS (POST)
 - CCCTS



X-X-XX-XX-XX
VALVE CODE



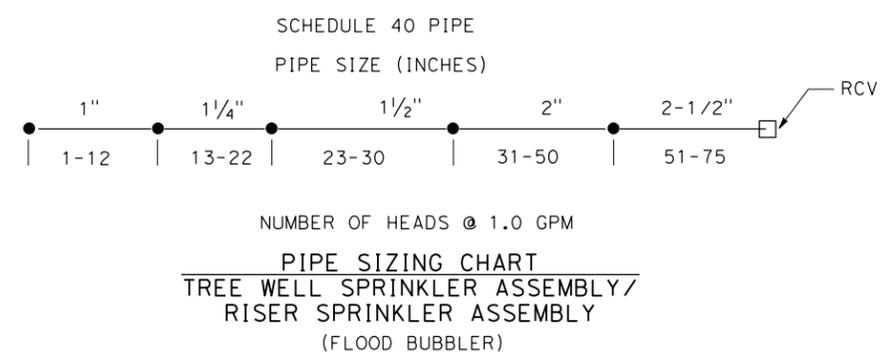
X-XX
RCVM CODE



X-XX
Exist VALVE CODE

X IN BOX DENOTES REQUIREMENT

- APPLICABLE WHEN CIRCLED BELOW:**
- 1 - SEE SPECIAL PROVISIONS.
 - ② - IF A PRESSURE COMPENSATING DEVICE IS SPECIFIED, THE DISCHARGE AND RADII SHOWN REFLECT ITS USE.
 - ③ - MUST HAVE AN INTERNAL OR EXTERNAL CHECK VALVE.
 - ④ - NON-ADJUSTABLE DISCHARGE RATE.
 - 5 - REQUIRED ADJACENT TO SHOULDERS, CURBS, SIDEWALKS, AND DIKES.
 - ⑥ - SEE DETAIL.
 - ⑦ - ADJUSTABLE ARC.
 - ⑧ - MATCHED PRECIPITATION RATE NOZZLES.
 - ⑨ - REFER TO PIPE SIZING CHARTS.
 - ⑩ - INSTALL ONE FLOOD BUBBLER PER No. 15 TREE
 - ⑪ - PRESSURE COMPENSATING
 - ⑫ - INSTALL TWO FLOOD BUBBLERS PER BOX TREE



APPROVED FOR IRRIGATION WORK ONLY

**IRRIGATION SPRINKLER SCHEDULE
 ISS-1**



LAST REVISION DATE PLOTTED => 2/18/2020 09-01-16 TIME PLOTTED => 12:53:53 PM

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS THOMAS
 CALCULATED-DESIGNED BY: CHECKED BY:
 JOE ESPOSITO VICKI ESTRADA
 REVISED BY: DATE REVISED:

NOTE:

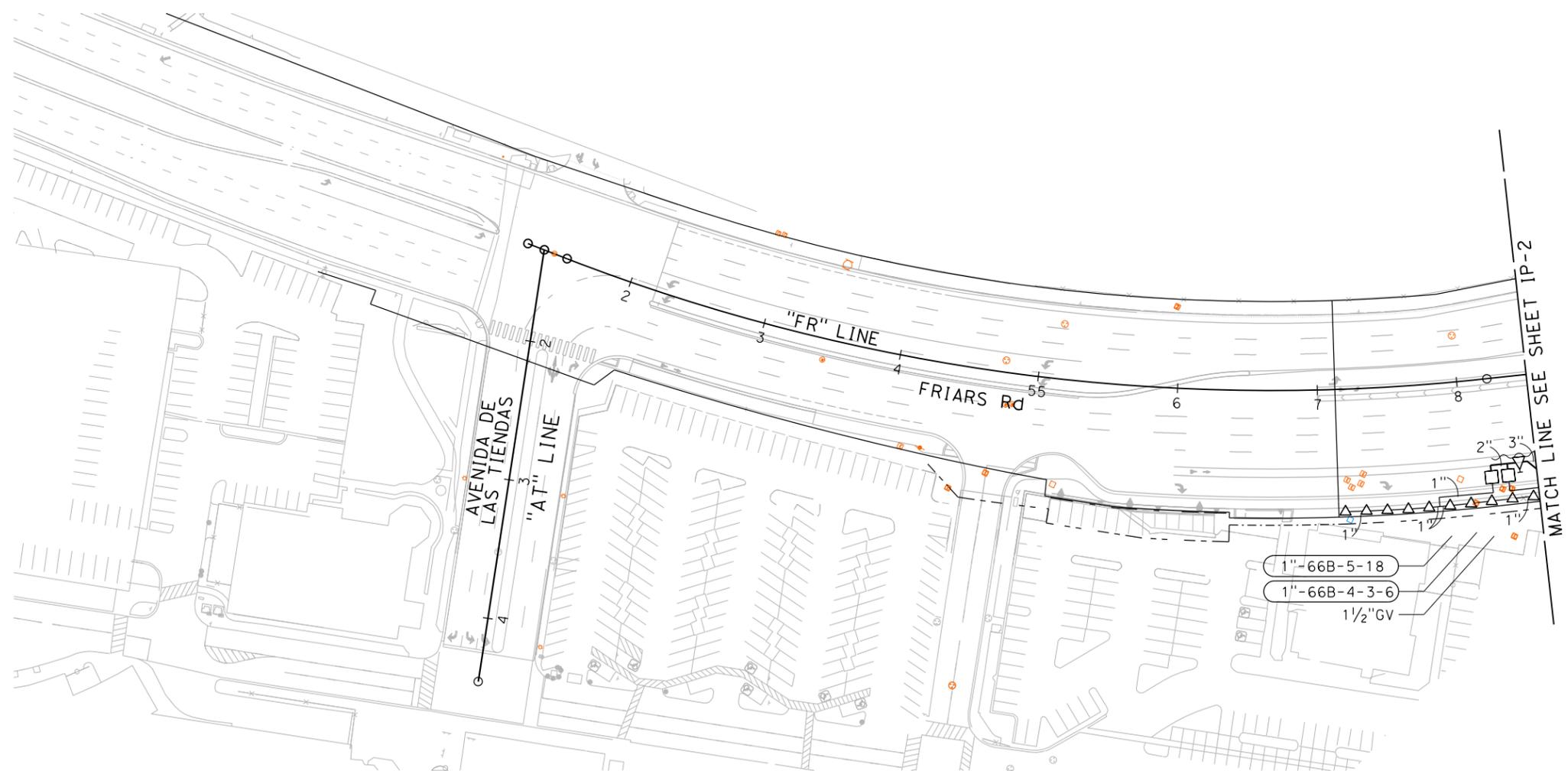
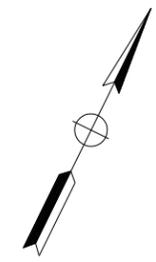
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. "OPERATE EXISTING IRRIGATION FACILITIES" WORK IS TO BE PERFORMED FOR ALL EXIST IRRIGATION SHOWN.

IRRIGATION SYSTEM USING RECYCLED WATER

Attachment 1- Irrigation and Planting Plans

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	421	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 08-29-16
 PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



APPROVED FOR IRRIGATION WORK ONLY

SCALE: 1" = 50'

IRRIGATION PLAN

IP-1

NOTE:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- Irr Cond (SEE LAYOUT SHEETS).

IRRIGATION SYSTEM USING RECYCLED WATER

Attachment 1- Irrigation and Planting Plans

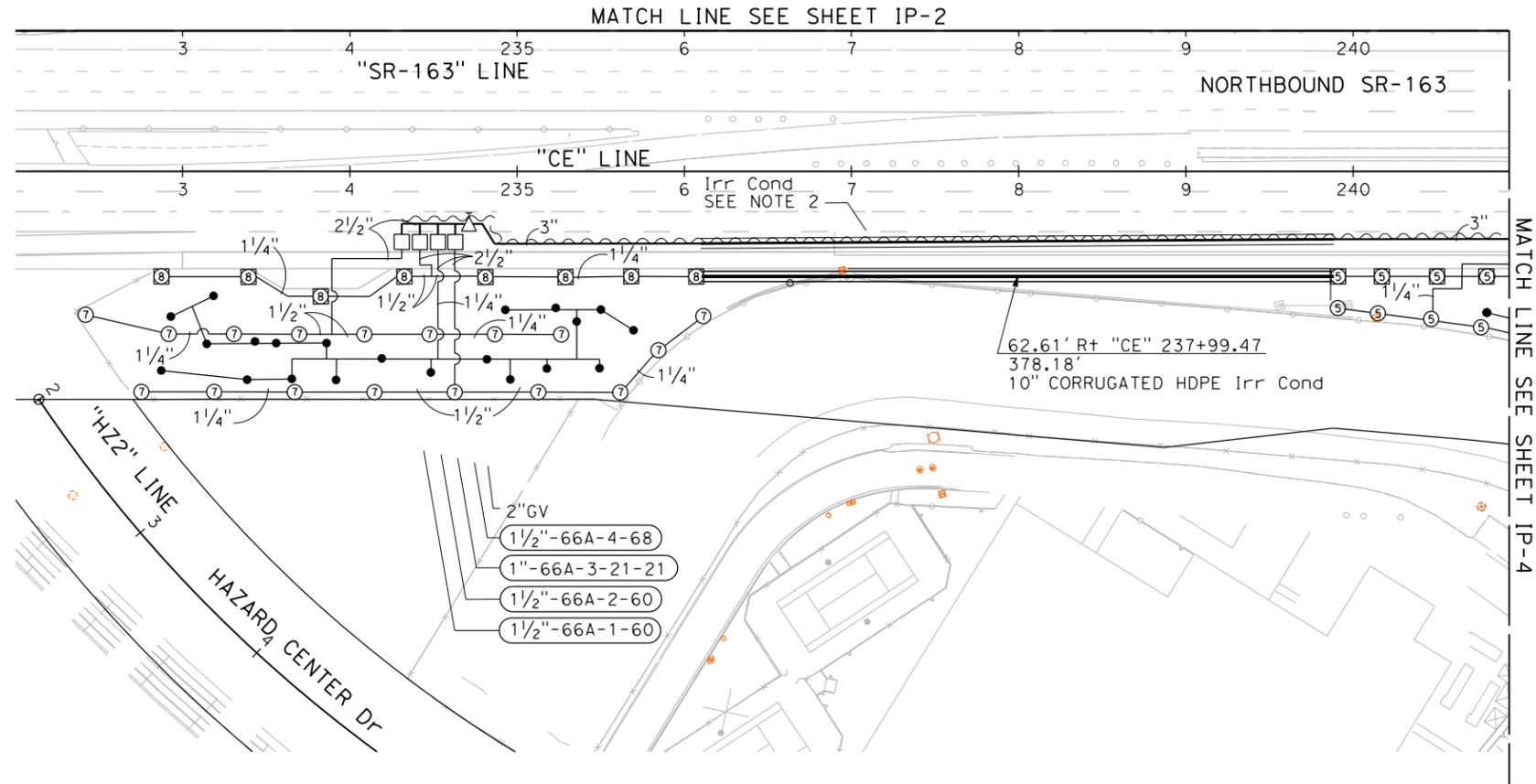
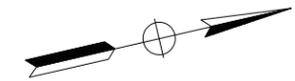
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	423	737

Mick Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	JOE ESPOSITO	REVISOR
Caltrans	CHRIS THOMAS	CHECKED BY	VICKI ESTRADA	DATE
				REVISED
				DATE
				REVISED
				DATE

APPROVED FOR IRRIGATION WORK ONLY

SCALE: 1" = 50'

IP-3

LAST REVISION | DATE PLOTTED => 2/18/2020 08-30-16 | TIME PLOTTED => 12:54:02 PM

Attachment 1- Irrigation and Planting Plans

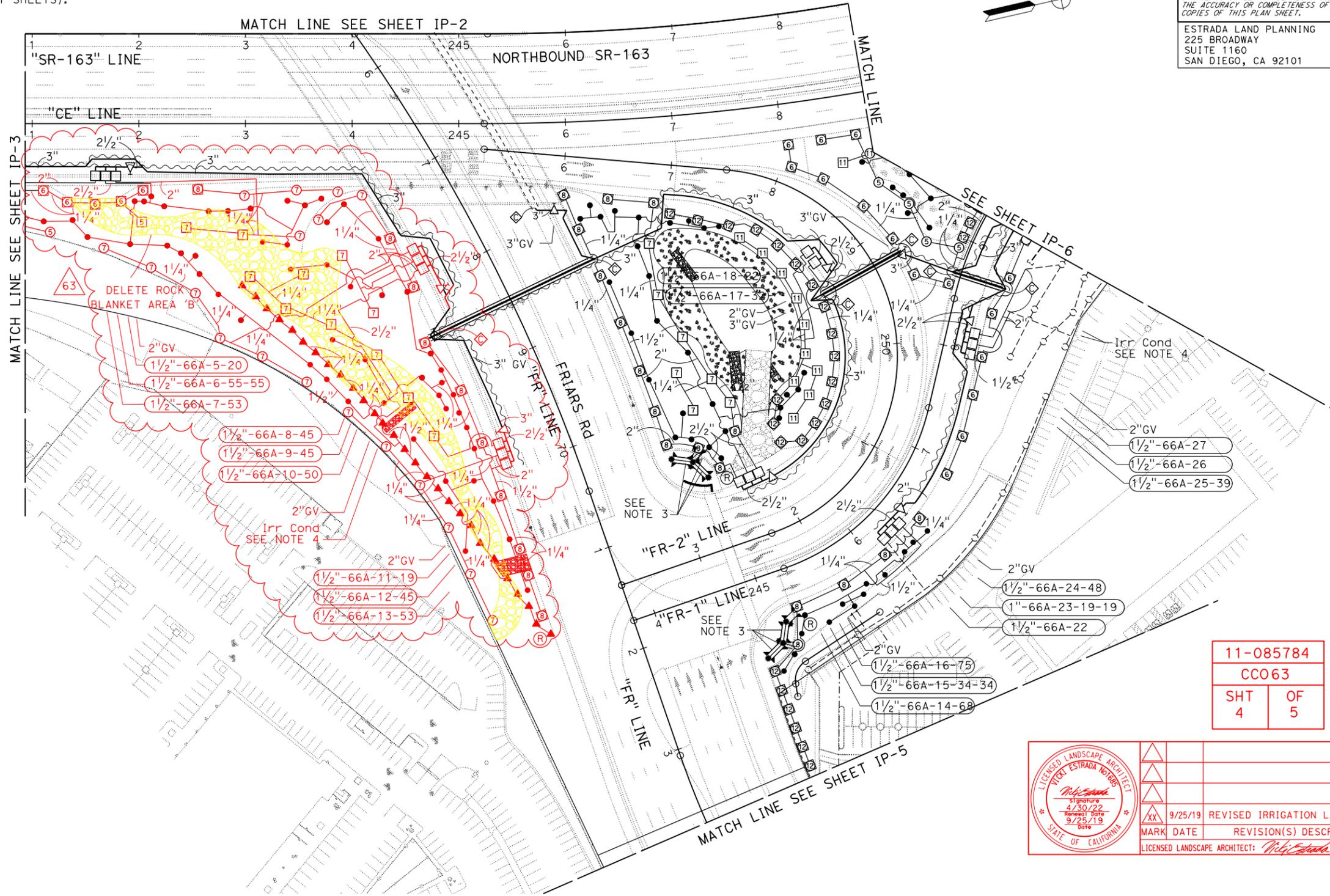
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	424	737

Signature: <i>Wicki Estrada</i> 08/30/2016 LICENSED LANDSCAPE ARCHITECT	
Signature: <i>Wicki Estrada</i> 08-29-16 PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.	
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

NOTE:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- Exist Irr CROSSOVERS ARE 10" CHDPE WITH 3" PLASTIC PIPE (SUPPLY LINE) AND 2" Elect Cond FOR CNC UNLESS OTHERWISE NOTED.
- 6" PVC PIPE Cond (SLEEVE)SEE CONSTRUCTION DETAILS.
- Irr Cond (SEE LAYOUT SHEETS).

IRRIGATION SYSTEM USING RECYCLED WATER



11-085784
CC063
SHT 4 OF 5

LICENSED LANDSCAPE ARCHITECT WICKI ESTRADA NOTORS Signature: <i>Wicki Estrada</i> 4/30/22 Renewal Date: 9/25/19 State of California	XX	9/25/19	REVISED IRRIGATION LAYOUT	JE DP
	MARK	DATE	REVISION(S) DESCRIPTIONS	DES CHK DET
LICENSED LANDSCAPE ARCHITECT: <i>Wicki Estrada</i>			DATE: 09/06/19	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

REVISOR: JOE ESPOSITO, VICKI ESTRADA
 CALCULATED/DESIGNED BY: CHRIS THOMAS
 CHECKED BY:

APPROVED FOR IRRIGATION WORK ONLY

SCALE: 1" = 50'

IP-4

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

IRRIGATION SYSTEM USING RECYCLED WATER

Attachment 1- Irrigation and Planting Plans

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	427	737

<i>Wick Estrada</i> LICENSED LANDSCAPE ARCHITECT 08-29-16 PLANS APPROVAL DATE		
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.		
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101	

REVISOR: JOE ESPOSITO, VICKI ESTRADA, CHRIS THOMAS
 DATE: [blank]
 CHECKED BY: [blank]
 DESIGNED BY: [blank]



IRRIGATION PLAN

Scale: 1" = 100'

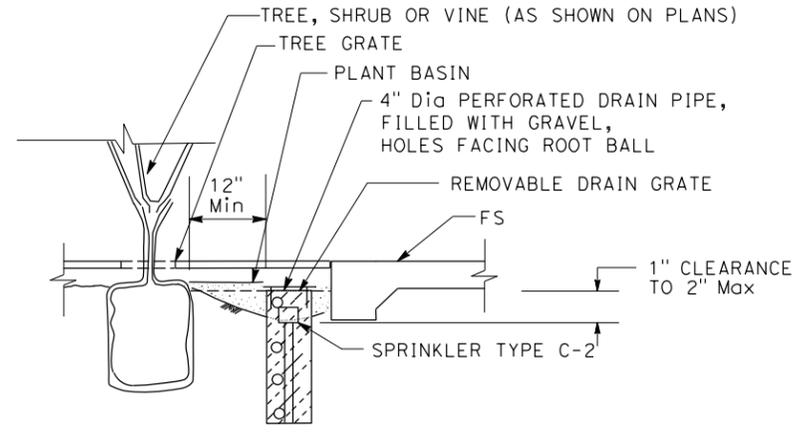
IP-7



DATE PLOTTED => 09-SEP-2016
 TIME PLOTTED => 10:44

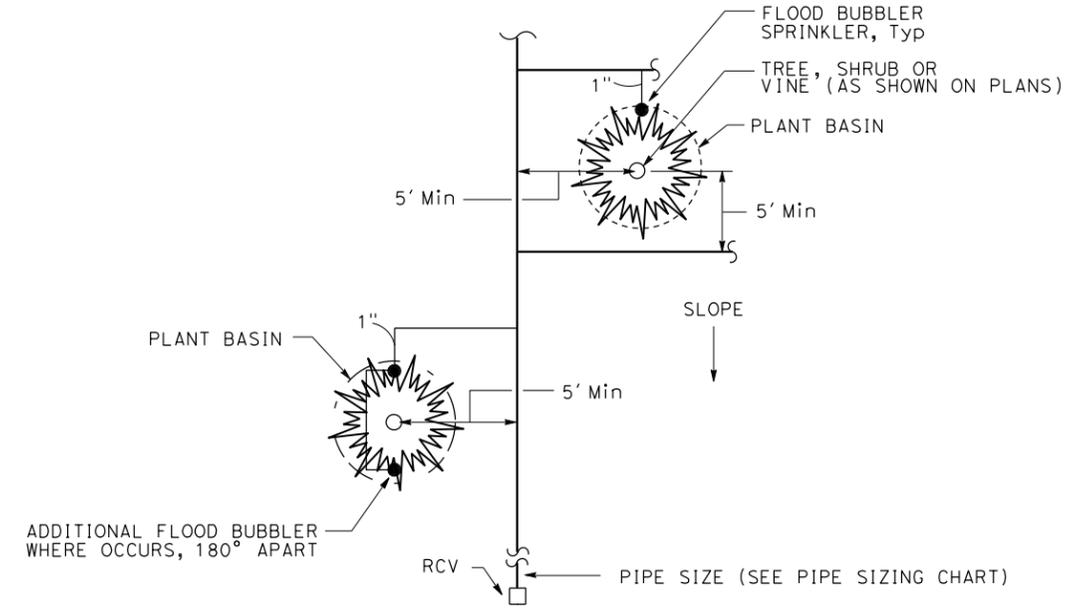
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	428	737

Mick Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 08-29-16
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



SECTION

SPRINKLER TYPE C-2 Mod INSTALLATION
UNDER TREE GRATE



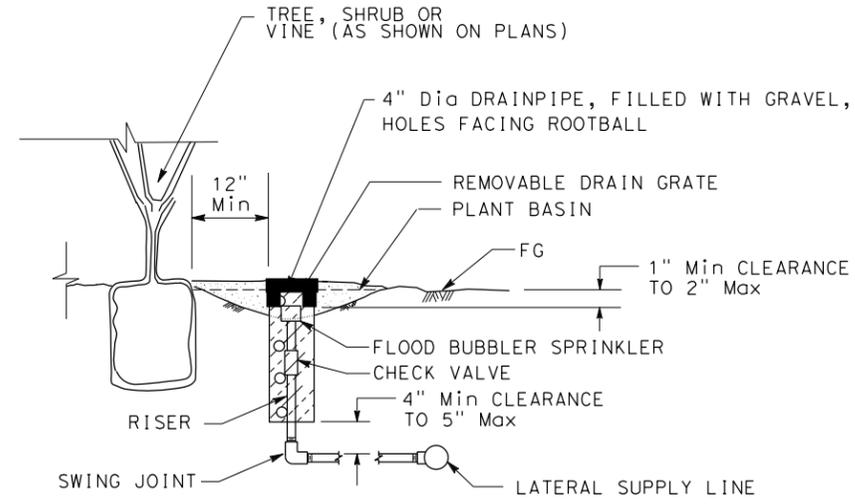
PLAN

- NOTES:**
1. INSTALL TREE WELL SPRINKLER ASSEMBLY ON UP-HILL SIDE OF PLANT WHEN ON SLOPE.
 2. INSTALL BUBBLER WITHIN BASIN.

THRUST BLOCK DETAIL

INSTALLATION	TYPE FITTING	INSTALLATION	TYPE FITTING
	90° ELL		DEAD END
	45° BEND		GATE VALVE
	22.5° BEND		VERTICAL BEND (TYPE I)
	11.25° BEND		VERTICAL BEND (TYPE II)
	TEE		

NOTES:
 Min 1 CF PCC FOR PIPE 1 1/2" AND SMALLER.
 Min 2 CF PCC FOR PIPE 2" AND LARGER.
 USE #10 REINFORCING BAR WHEN REQUIRED (Ω).



SECTION

- NOTES:**
1. INSTALL FLOOD BUBBLER SPRINKLER ON UPHILL SIDE OF PLANT WHEN ON SLOPE
 2. INSTALL FLOOD BUBBLER WITHIN PLANT BASIN

TREE WELL SPRINKLER ASSEMBLY (Mod)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 Chris Thomas
 CONSULTANT FUNCTIONAL SUPERVISOR
 JOE ESPOSITO
 VICKI ESTRADA
 REVISOR
 DATE
 REVISIONS

LAST REVISION | DATE PLOTTED => 2/18/2020 08-30-16 | TIME PLOTTED => 12:54:07 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	429	737

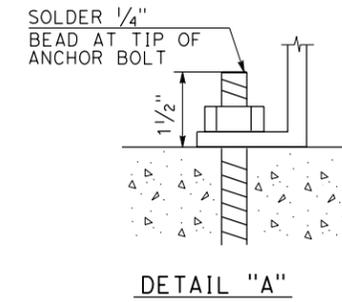
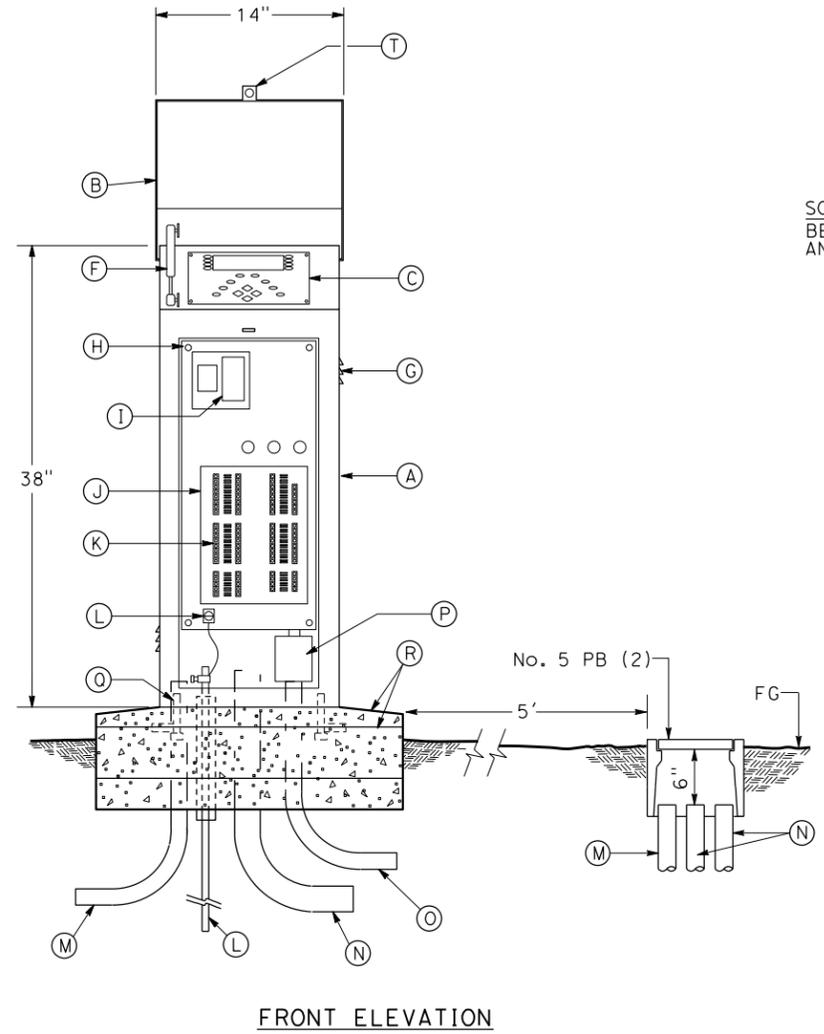
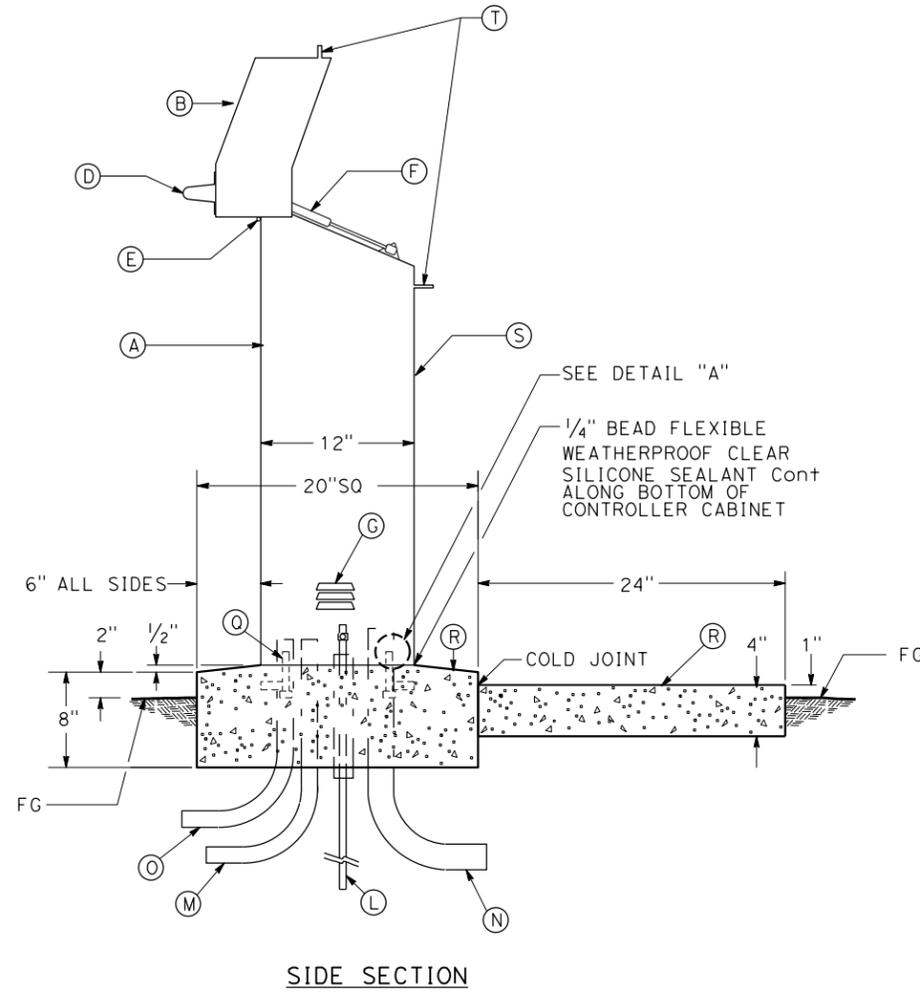
Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101

CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



- (A) STAINLESS STEEL CONTROLLER ENCLOSURE CABINET
- (B) FLIP TOP LID
- (C) IRRIGATION CONTROLLER (IC)
- (D) DOME ANTENNA
- (E) CONTINUOUS STAINLESS STEEL PIANO HINGE
- (F) HYDRAULIC PISTONS
- (G) LOUVERS AT TOP AND BOTTOM FOR CROSS VENTILATION
- (H) STAINLESS STEEL BACKBOARD ATTACHED TO ENCLOSURE
- (I) 2 GANG WEATHER PROOF BOX WITH GROUND FAULT PROTECTED RECEPTACLE
- (J) TRANSIENT BOARD WITH SURGE PROTECTION
- (K) TERMINAL STRIPS FOR LOW VOLTAGE WIRE CONNECTIONS
- (L) SIZE 1", SCH 40 CONDUIT FOR 5/8" X 10' LONG COPPER CLAD STEEL ROD GROUND ELECTRODE AND GROUND CLAMP WITH No. 6 AWG GROUND CONDUCTOR.
- (M) SIZE 1 1/2", SCH 40 CONDUIT FOR RCVN AND FS INPUT WIRING (SEPARATE CONDUIT FOR ANTENNA CABLE IF SHOWN)
- (N) SIZE 2", SCH 40 CONDUIT FOR LOW VOLTAGE WIRING (2 FOR IC WITH 40 OR MORE STATIONS)
- (O) SIZE 1", SCH 40 CONDUIT FOR ELECTRICAL SERVICE
- (P) JUNCTION BOX INCLUDED WITH ENCLOSURE
- (Q) MOUNTING BOLTS AND TEMPLATE INCLUDED WITH ENCLOSURE
- (R) PCC PAD AND FOUNDATION
- (S) STAINLESS STEEL FRONT PANEL
- (T) DOOR LATCH ASSEMBLY FOR SSE LOCK. LOCK INCLUDED WITH ENCLOSURE.

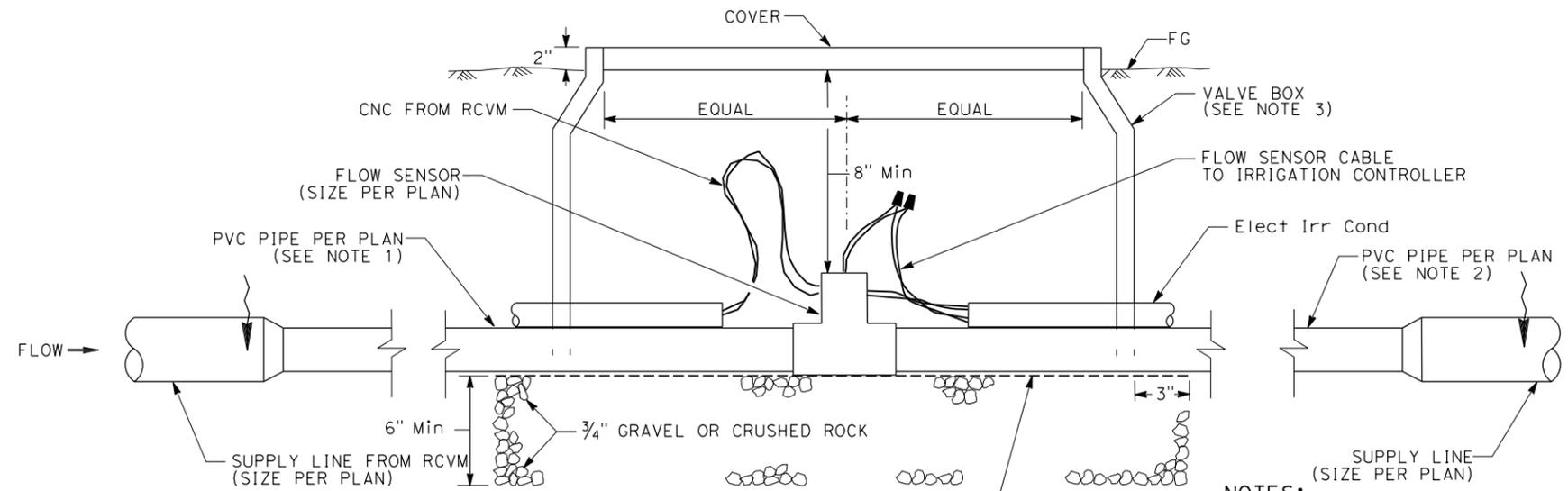
IRRIGATION CONTROLLER ENCLOSURE CABINET (SINGLE)

**IRRIGATION DETAILS
 ID-2**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 Caltrans

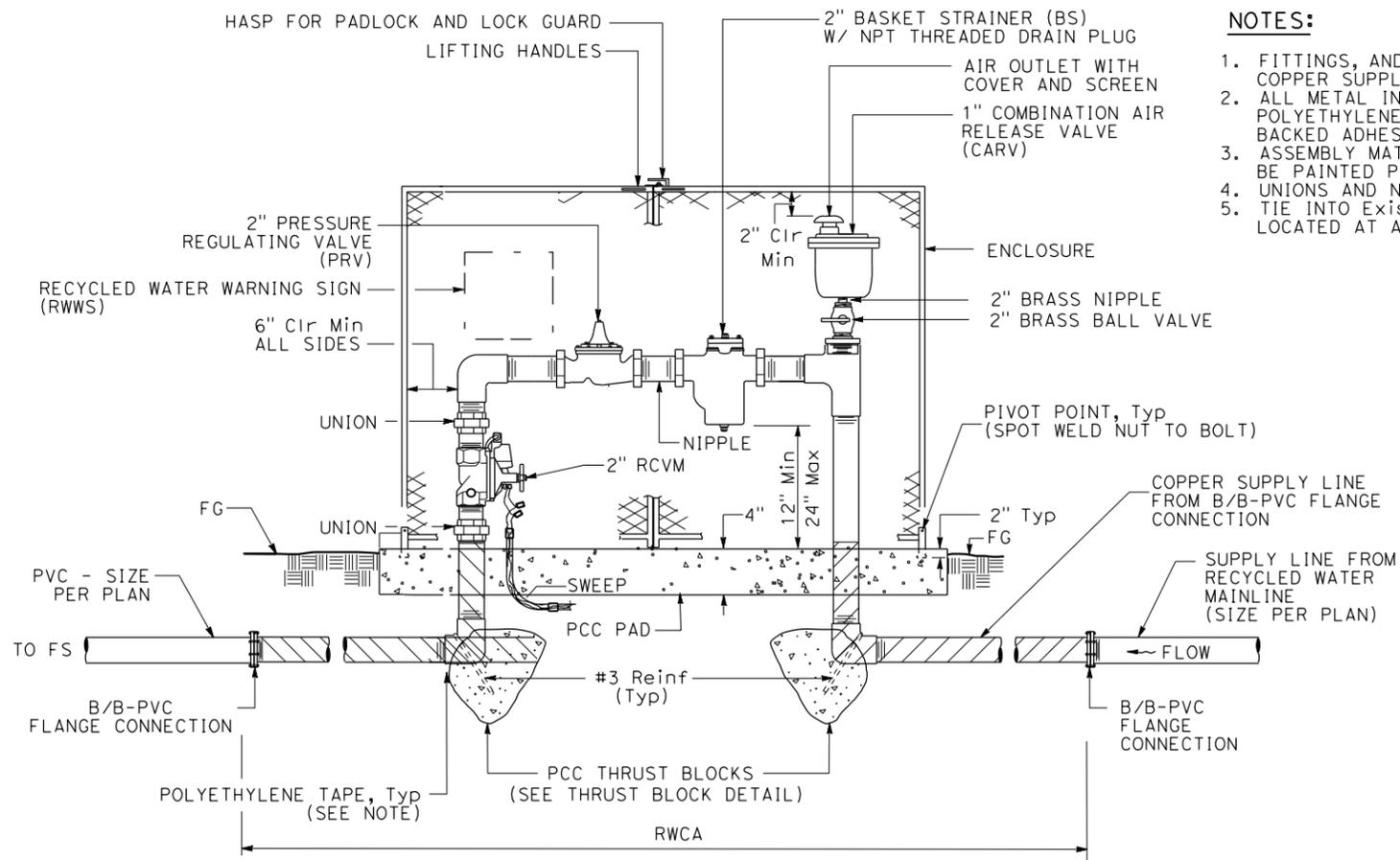
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	430	737

<i>Vicki Estrada</i> 08/30/2016 LICENSED LANDSCAPE ARCHITECT	
08-29-16 PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.	
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



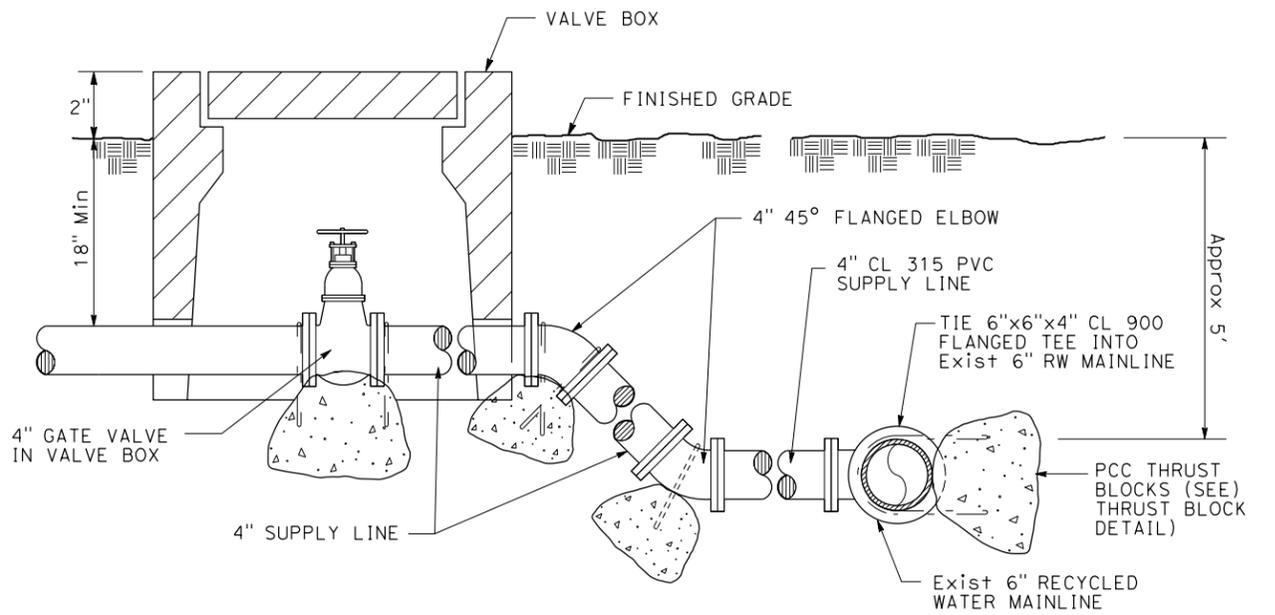
FLOW SENSOR (Mod)

- NOTES:**
1. LENGTH = 10 X SUPPLY LINE Dia (UNRESTRICTED, NO FITTINGS).
 2. LENGTH = 5 X SUPPLY LINE Dia (UNRESTRICTED, NO FITTINGS).
 3. VALVE BOX OR BOX EXTENSION WITH 2 SIDE OPENINGS. SEAL OPENINGS WITH No.30 ASPHALT-SATURATED FELT.



2" RECYCLED WATER CONNECTION ASSEMBLY (RWCA) AND ENCLOSURE

- NOTES:**
1. FITTINGS, AND PIPE TO BE SAME SIZE AS COPPER SUPPLY LINE SHOWN ON PLANS.
 2. ALL METAL IN CONTACT WITH SOIL AND PCC MUST BE POLYETHYLENE WRAPPED USING 2" WIDE PLASTIC BACKED ADHESIVE TAPE 0.02" THICK WITH 1/2" OVERLAP.
 3. ASSEMBLY MATERIAL RECYCLED WATER PIPING TO BE PAINTED PURPLE BRASS.
 4. UNIONS AND NIPPLES MUST BE THREADED.
 5. TIE INTO Exist 6" RECYCLED WATER (C-900) MAINLINE LOCATED AT Approx 5' DEPTH.



6" RECYCLED WATER CONNECTION

IRRIGATION DETAILS

ID-3

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION - *Caltrans*

REVISOR: JOE ESPOSITO, DATE: 08/30/2016

DESIGNER: VICKI ESTRADA

CHECKED BY: CHRIS THOMAS

CONSULTANT SUPERVISOR: CHRIS THOMAS

DESIGNED BY: CHRIS THOMAS

DATE: 08/30/2016

LAST REVISION | DATE PLOTTED => 2/18/2020
08-30-16 | TIME PLOTTED => 12:54:09 PM

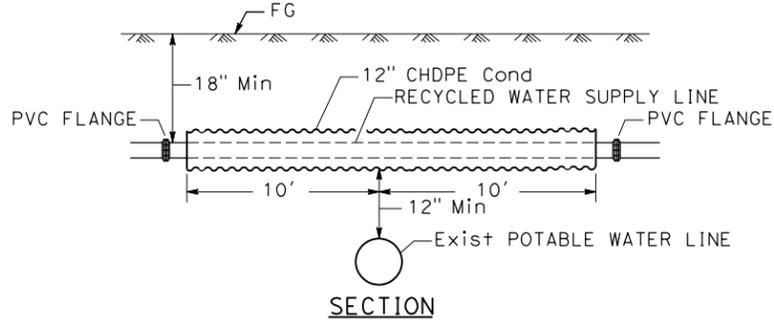
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	431	737
		08/30/2016		LISCENSED LANDSCAPE ARCHITECT	
		08-29-16		PLANS APPROVAL DATE	
<p>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</p>					
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101			CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101		

NOTES:

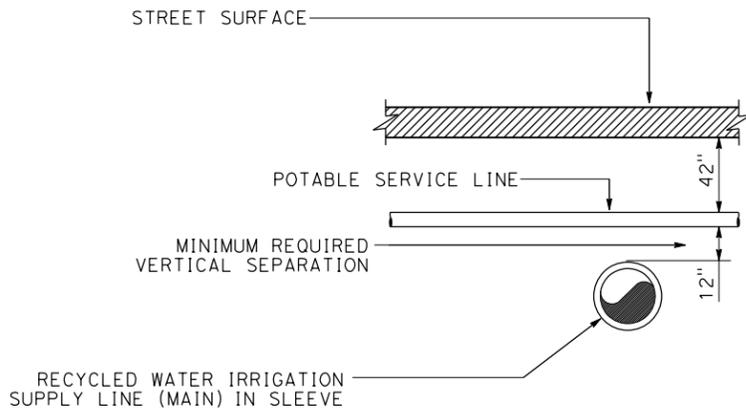
1. A PHYSICAL SEPARATION SHALL BE PROVIDED BETWEEN ADJACENT AREAS IRRIGATED WITH RECYCLED WATER AND POTABLE WATER. SEPARATION SHALL BE PROVIDED BY DISTANCE, CONCRETE MOW STRIPS OR OTHER APPROVED METHODS.
2. ALL NOTES AND REFERENCES THIS SHEET PER COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH.

NOTE:

INSTALL RECYCLED WATER LINE BELOW POTABLE WATER LINE, IF NECESSARY, TO MAINTAIN MINIMUM CLEARANCE.



RECYCLED WATER SLEEVE (RCWS)

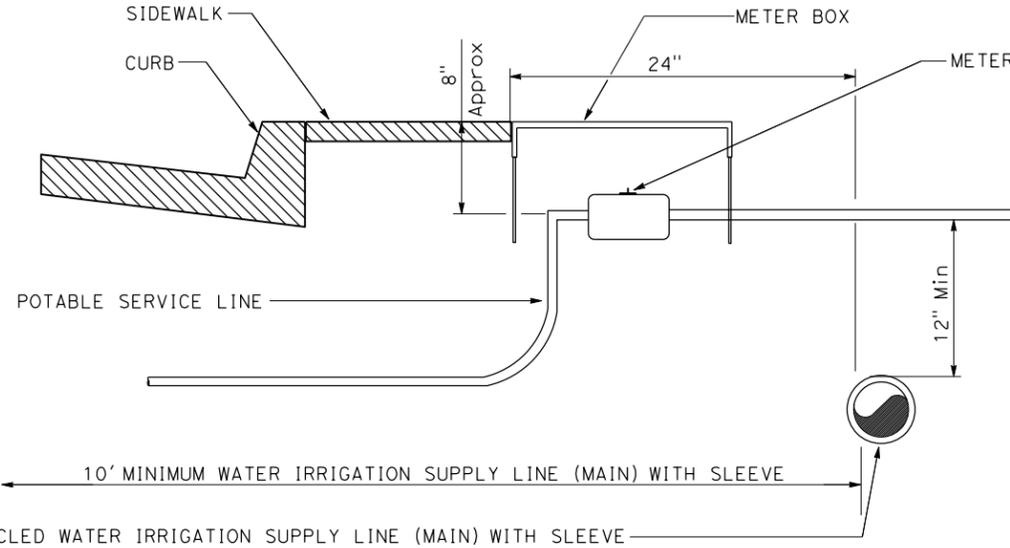


NOTE:

ALL RECYCLED WATER IRRIGATION PIPES AND SLEEVES SHALL BE PURPLE AND LABELED AS SPECIFIED IN THE "STANDARD SPECIFICATION FOR PRIVATE IRRIGATION SYSTEMS WATER DISTRICT" RULES AND REGULATIONS FOR CONSTRUCTION OF RECYCLED WATER MAINS, OCTOBER 1993.

POTABLE SERVICE LINE CROSSING

(FOR INFORMATION ONLY. NO POTABLE SERVICE LINE CROSSINGS WITH IRRIGATION SUPPLY LINE (MAIN) ARE SHOWN ON PLANS).

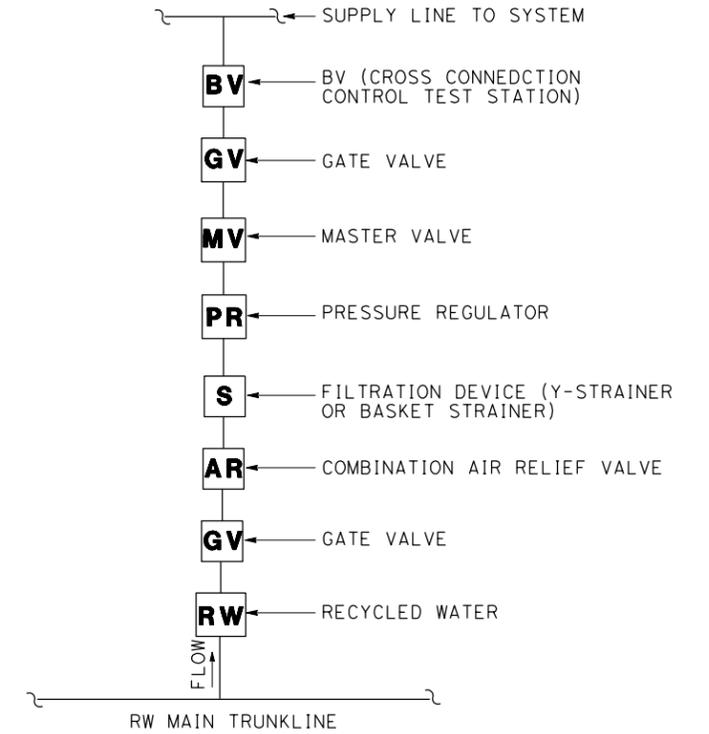


NOTE:

VERTICAL CLEARANCE OF 12" MINIMUM IS MANDATORY WHEN CROSSING PATH OF A POTABLE WATER LINE. INSTALLATION OF RECYCLED WATER IRRIGATION SUPPLY LINE (MAIN) 610 FROM BACK OF SIDEWALK WILL PROVIDE THE NECESSARY 10' HORIZONTAL CLEARANCE FROM THE POTABLE SUPPLY LINE (MAIN) IN THE STREET.

POTABLE SERVICE LINE CROSSING

(FOR INFORMATION ONLY. NO POTABLE SERVICE LINE CROSSINGS WITH IRRIGATION SUPPLY LINE (MAIN) ARE SHOWN ON PLANS).



NOTE:

TEST STATION HAS TO BE DOWNSTREAM OF THE METER AFTER A MASTER VALVE

RECYCLED WATER CONNECTION CONFIGURATION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT	FUNCTIONAL SUPERVISOR	CHECKED BY	DESIGNED BY	REVISIONS
	CHRIS THOMAS	JOE ESPOSITO	VICKI ESTRADA		

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	432	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

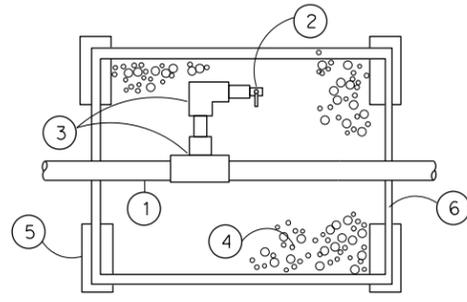
ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

NOTES:

1. A CROSS-CONNECTION TEST AND COVERAGE TEST SHALL BE CONDUCTED AS DIRECTED BY THE CITY OF SAN DIEGO WATER DISTRICT AND/OR THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PRIOR TO ANY USE OF RECYCLED WATER.
2. THE REQUIRED CROSS-CONNECTION CONTROL SHUTDOWN TEST SHALL BE MONITORED BY EITHER THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH OR STATE HEALTH.

LEGEND

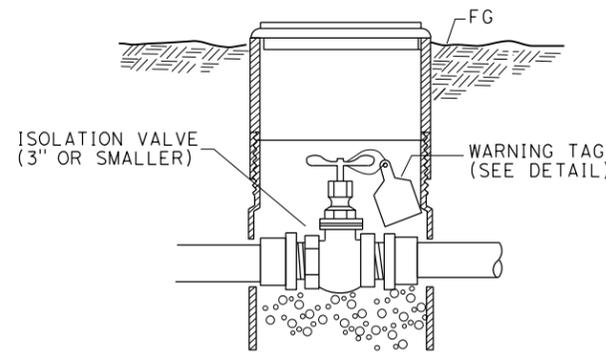


- ① MAINLINE
 - ② BALL VALVE WITH 1/4" FEMALE THREAD
 BALL VALVES SHALL HAVE A TWO PIECE BRASS OR BRONZE BODY, FULL PORT BODY, AND SHALL CONFORM TO THE FOLLOWING:
- | SPECIFICATION | MINIMUM REQUIREMENT |
|---------------------------------------|---------------------|
| NON SHOCK COLD WATER WORKING PRESSURE | 400 PSI |
| SEATS | TFE (TEFLON) |
| O RING SEALS | TFE (TEFLON) |
- BALL VALVES SHALL BE OF THE SAME SIZE AS THE PIPELINE WHICH THE VALVES SERVE, UNLESS OTHERWISE NOTED ON THE PLANS. BALL VALVES SHALL BE INSTALLED IN A VALVE BOX.
- ③ PVC SCH. 40 SOLVENT WELD FITTINGS
 - ④ 3/8" DIA. PEA GRAVEL SUMP (MIN. 1/2 CU. FT.)
 - ⑤ BRICK SUPPORTS ON COMPACTED/ UNDISTURBED SUBGRADE (Min of FOUR PER BOX)
 - ⑥ PURPLE COLOR VALVE BOX AND LID

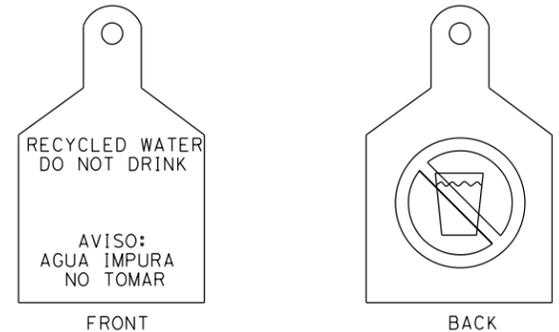
PLAN

* ONLY ON TEST STATIONS DOWNSTREAM OF THE METER

**BALL VALVE
 (CROSS CONNECTION CONTROL TEST STATION)**



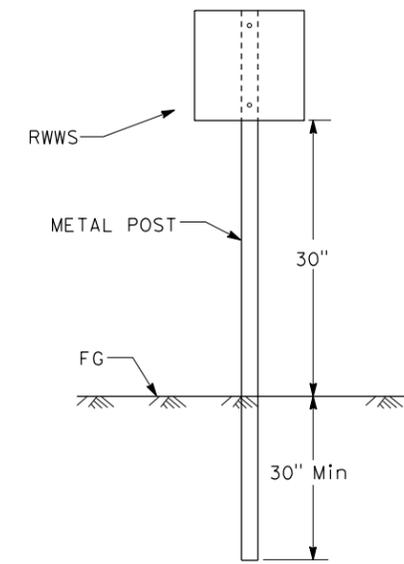
SECTION



SAMPLE WARNING TAG. BACKGROUND PURPLE (PANTONE 512) WITH BLACK LETTERING

SIGN/TAG FOR RECYCLED WATER IRRIGATION VALVES

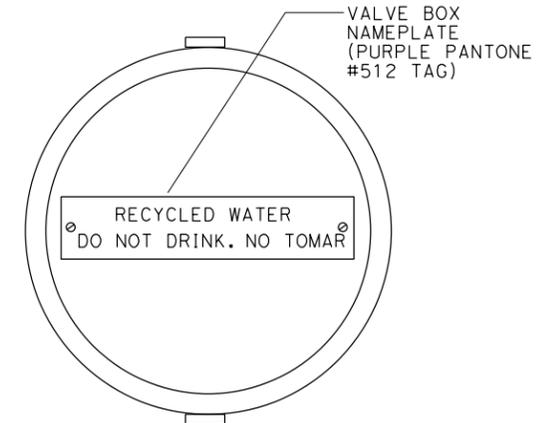
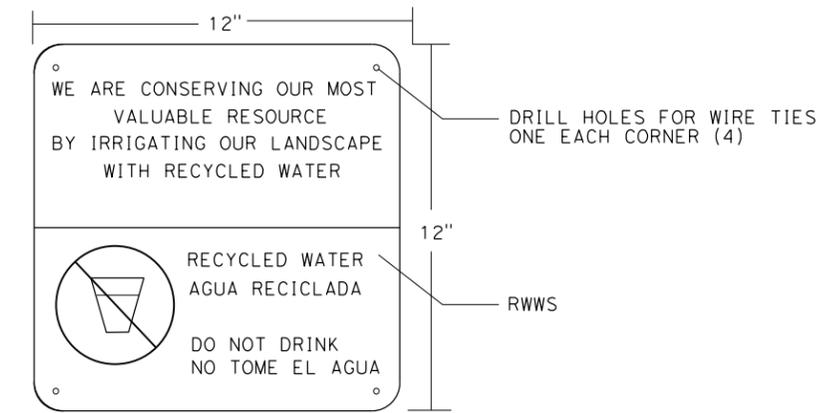
TAG FOR RECYCLED WATER



NOTE:

1. ATTACH RWWS TO POST WITH 6 mm Dia THEFT PROOF BOLTS.
2. ATTACH RWWS TO FENCE/METAL FABRIC ENCLOSURE WITH 14 Ga Min Galv WIRE TIES
3. ATTACH RWWS TO METAL SURFACE WITH ADHESIVE SEALER

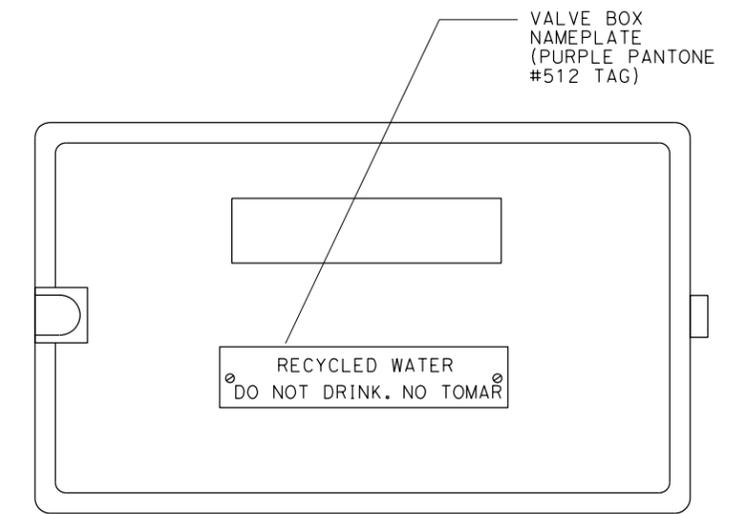
**RECYCLED WATER WARNING SIGN (RWWS)
 (POST OR FENCE MOUNTED)**



NOTE:

1. ALL RECYCLED WATER IRRIGATION BOX COVERS AND LIDS SHALL BE COLOR CODED PANTONE # 522

SIGN/TAG FOR RECYCLED WATER IRRIGATION BOX COVERS/LID



IRRIGATION DETAILS

ID-5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION - CONSULTANT FUNCTIONAL SUPERVISOR - CHRIIS THOMAS

JOE ESPOSITO - REVISOR
 VICKI ESTRADA - DATE REVISOR

CALCULATED/DESIGNED BY - CHECKED BY

LAST REVISION DATE PLOTTED => 2/18/2020 08-30-16 TIME PLOTTED => 12:54:10 PM

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	433	737

<i>Vicki Estrada</i> 08/30/2016 LICENSED LANDSCAPE ARCHITECT	
08-29-16	
PLANS APPROVAL DATE	
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>	
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

RECYCLED WATER NOTES

1. 48 HOURS PRIOR TO COMMENCEMENT OF ANY EXCAVATION ON SITE IMPROVEMENTS, CONTRACTOR SHALL NOTIFY CITY OF SAN DIEGO, WATER DEPARTMENT, PUBLIC UTILITIES DEPARTMENT, RECYCLED WATER SECTION AT (619) 533-7479
 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN DIEGO RULES AND REGULATIONS FOR RECLAIMED WATER USE AND THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH REQUIREMENTS.
 3. ALL BACKFLOW PREVENTER INSTALLATIONS AND LOCATIONS SHALL BE SUBJECTED TO APPROVAL BY THE CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT.
 4. ALL PUBLIC FACILITIES SUCH AS COMFORT STATIONS, DRINKING FOUNTAINS, ETC. SHALL BE PROTECTED FROM SPRAY AND/OR MISTING BY RECYCLED WATER.
 5. NO PONDING, RUN-OFF OR OVER-SPRAY IS PERMITTED. ADJUST ALL SPRINKLER HEADS TO PREVENT OVER SPRAYING ONTO SIDEWALKS, STREETS AND PRIVATE LOTS.
 6. HOSE BIBS ON RECYCLED WATER SYSTEMS ARE PROHIBITED.
 7. ON-SITE CROSS CONNECTION BETWEEN RECYCLED WATER LINES AND POTABLE IS STRICTLY PROHIBITED.
 8. QUICK COUPLING VALVES USED IN RECYCLED WATER SYSTEMS SHALL CONFORM TO THE FOLLOWING: (NO QUICK VALVES ON PROJECT)
 - A. QUICK COUPLING VALVES SHALL BE 1 INCH NOMINAL SIZE NELSON #7645, WITH BRASS CONSTRUCTION AND A NORMAL WORKING PRESSURE OF 150 P.S.I. OR RAINBIRD #44 NP. INSTALL QUICK COUPLERS NO CLOSER THAN 200 FEET O.C. AND NO CLOSER THAN 100 FEET TO ANY HARDSCAPE OF STRUCTURE.
 - B. IN ORDER TO PREVENT UNAUTHORIZED USE, THE VALVE SHALL BE OPERATED ONLY WITH A SPECIAL COUPLER KEY WITH AN ACME THREAD FOR OPENING AND CLOSING THE VALVE.
 - C. THE COVER SHALL BE PERMANENTLY ATTACHED TO THE QUICK COUPLING VALVES. IT SHALL BE PURPLE RUBBER OR VINYL.
 - D. LOCKING COVERS ARE REQUIRED.
 9. NO SUBSTITUTION OF PIPE MATERIALS WILL BE ALLOWED WITHOUT PRIOR APPROVAL BY THE CITY OF SAN DIEGO.
 10. INSTALL APPROVED, METALLIC BACKED AND STENCILIED WARNING TAPE OVER ALL PRESSURE RECYCLED WATER LINES. STENCIL AND COLOR CODE (PURPLE PANTONE 522) ALL IRRIGATION PIPE. ORIENT THE STENCILING TO THE TOP OF THE TRENCH.
 11. PROVIDE A MINIMUM OF AT LEAST 18 INCHES OF COVERING OVER ALL WIRING AND PIPING.
 12. OPERATE THE IRRIGATION SYSTEM ONLY BETWEEN 9:00 PM AND 6:00 AM.
 13. WHEN POTABLE WATER LINES AND RECYCLED WATER LINES CROSS, THE RECYCLED LINE SHALL BE INSTALLED WITHIN A PROTECTIVE SLEEVE. THE SLEEVE SHALL EXTEND 10 FEET FROM EACH SIDE, FROM THE CENTER LINE OF POTABLE LINE, FOR A TOTAL OF 20 FEET.
 14. MAINTAIN A 10 FOOT HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER OR SEWER LINES. INSTALL SEWER LINE BELOW RECYCLED WATER LINE AND RECYCLED WATER LINE BELOW THE POTABLE WATER LINE.
 15. PROVIDE A MINIMUM OF 12 INCHES OF VERTICAL SEPARATION BETWEEN POTABLE/RECYCLED WATER/SEWER
 16. THE SITE IRRIGATION SYSTEMS AS SHOWN ON THESE DOCUMENTS WILL UTILIZE POTABLE WATER UNTIL SUCH TIME AS THE CITY OF SAN DIEGO MAKES RECYCLED WATER AVAILABLE TO THE SITE.
 17. INSTALL PURPLE COLORED PANTONE #522 MATERIAL FOR ALL ABOVE GROUND IRRIGATION FACILITIES:
 - VALVE AND OTHER ON GRADE BOXES- INTEGRAL COLOR
 - BACKFLOW DEVICES- PAINTED 2 COATS OF ENAMEL
 - SPRINKLER HEADS- INTEGRAL COLOR PLASTIC
 18. TAG ALL VALVES AND OTHER BELOW GRADE FACILITIES WITHIN BOXES WITH PERMANENT RECYCLED WATER LABELS THAT ID THE FACILITY AS A RECYCLED WATER- DO NOT DRINK IN BOTH SPANISH AND ENGLISH. ATTACH THE LABEL WITH EITHER STAINLESS STEEL WIRE OF SELF LOCKING PLASTIC TIES.
 19. THE REQUIRED CROSS CONNECTION TEST SHALL BE DONE BY THE CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT AND THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH. COPIES OF INSPECTION REPORTS WILL BE FORWARDED TO THE NON-INSPECTING PARTY.
 20. THE DESIGN LOCATIONS PROPOSED FOR RECYCLED WATER "DO NOT DRINK" SIGNS SHALL BE CALLED OUT ON THE PLANS.
 21. AN ANNUAL CROSS CONNECTION INSPECTION WILL BE DONE BY THE CITY OF SAN DIEGO SUBJECT TO APPROVAL BY THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH. COPIES OF THE INSPECTION REPORTS WILL BE FORWARDED TO THE NON-INSPECTION PARTY.
 22. PRIOR TO CONVERSION TO RECYCLED WATER, AN ON-SITE SUPERVISOR SHALL BE DESIGNATED IN WRITING. THIS INDIVIDUAL SHALL BE FAMILIAR WITH PLUMBING SYSTEMS WITHIN PROPERTY, WITH THE BASIC SPECIFIC REQUIREMENTS OF RECYCLED WATER SYSTEMS. THE DESIGNATED SITE SUPERVISOR SHALL ATTEND THE COUNTY WATER AUTHORITIES CLASS FOR RECYCLED WATER SITE SUPERVISORS. COPIES OF THE SITE SUPERVISORS CERTIFICATE, WITH A 24-HOUR CONTACT NUMBERS SHALL BE PROVIDED TO THE CITY OF SAN DIEGO AND THE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH.
- IN CASE OF EMERGENCY CONTACT: NAME AT PHONE #
AFTER HOURS CONTACT: NAME AT PHONE #
23. A PHYSICAL SEPARATION SHALL BE PROVIDED BETWEEN ADJACENT AREAS OF IRRIGATION WITH RECYCLED WATER AND POTABLE WATER. SEPARATION SHALL BE PROVIDED BY CONCRETE MOW STRIPS, CHAIN FENCES, OR OTHER MEANS AS APPROVED BY THE WATER DISTRICT AND DEPARTMENT OF ENVIRONMENTAL HEALTH.
 24. CALL OUT ON THE PLANS IF THERE ARE OR ARE NOT ANY DRINKING FOUNTAINS AND/OR DESIGNATED OUTDOOR EATING AREAS ON THE SITE.
 25. ALL PUBLIC AND PRIVATE POTABLE WATER MAINS INCLUDING FIRE MAINS AND ANY WATER WELLS AND WATER COURSES WITHIN THE RECYCLED WATER PROJECT SHALL BE SHOWN ON THE PLANS.
 26. EDUCATE ALL MAINTENANCE PERSONNEL ON A CONTINUOUS BASIS OF THE PRESENCE OF RECYCLED WATER. PERSONNEL MUST BE INFORMED THAT RECYCLED WATER IS MEANT FOR IRRIGATION PURPOSES ONLY, AND IS NOT APPROVED FOR DRINKING PURPOSES, HAND WASHING, CLEANING OF TOOLS, ETC. GIVEN THE HIGH TURNOVER RATE OF EMPLOYEES IN THE LANDSCAPE INDUSTRY, IT IS IMPORTANT THIS INFORMATION BE DISSEMINATED ON AN ALMOST DAILY BASIS.
 27. PRIOR TO INSTALLATION OF ANY RECYCLED WATER WORK, IT MUST BE INSPECTED BY RECYCLED WATER PROGRAM PERSONNEL. THE INITIAL CROSS CONNECTION SHOULD BE PERFORMED USING POTABLE WATER FROM A FIRE HYDRANT AND THROUGH A CONSTRUCTION METER WITH AN APPROVED BACKFLOW DEVICE ISSUED BY THE CITY WATER DEPARTMENT.
 28. ALL INITIAL IRRIGATION SHALL USE POTABLE WATER. NO RECYCLED WATER SHALL BE USED UNTIL THE SITE HAS PASSED THE CROSS CONNECTION TEST AND HAS BEEN APPROVED BY THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO.
 29. NON-DESIGNATED USE AREAS SHALL BE PROTECTED FROM CONTACT WITH RECLAIMED WATER, WHETHER BY WINDBLOWN SPRAY OR BY DIRECT APPLICATION THROUGH IRRIGATION OR OTHER USE. LACK OF PROTECTION, WHETHER BY DESIGN, CONSTRUCTION PRACTICE OR SYSTEM OPERATIONS IS STRICTLY PROHIBITED.
 30. THE HOURS OF IRRIGATION WITH DISINFECTED TERTIARY MAY BE MODIFIED BY THE LOCAL AUTHORITY. IRRIGATION DURING PUBLIC USE PERIODS WITH THE DISINFECTED TERTIARY RECLAIMED WATER SHALL BE UNDER THE SUPERVISION OF THE DESIGNATED USER SUPERVISOR. IRRIGATION WITH WATER OF A LESSER QUALITY THAN DISINFECTED TERTIARY RECLAIMED WATER SHALL BE BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM.
 31. THE DEVELOPER/CONTRACTOR SHALL CONDUCT A CROSS-CONNECTION CONTROL TEST AND COVERAGE TEST AS DIRECTED BY THE CITY OF SAN DIEGO, WATER DEPARTMENT AND/OR THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PRIOR TO ANY USE OF RECLAIMED WATER.

DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGES OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO AND SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM NAME AND ADDRESS: ESTRADA LAND PLANNING
225 BROADWAY, SUITE 1160
SAN DIEGO, CA 92101

PHONE NO: 619-236-0143

BY: VICKI ESTRADA DATE: 06-21-2016
NAME

REGISTRATION NO: RLA 1685
EXPIRATION DATE: 4-30-2018

RW NOTES Rev 10-4-2011

RECYCLED WATER NOTES

ID-6

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

CONSULTANT: CHRIS THOMAS

FUNCTIONAL SUPERVISOR: CHRIS THOMAS

CALCULATED/DESIGNED BY: [Blank]

CHECKED BY: [Blank]

JOE ESPOSITO

VICKI ESTRADA

REVISED BY: [Blank]

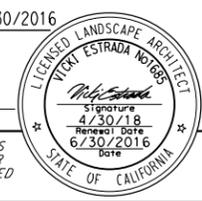
DATE REVISED: [Blank]

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	434	737

08/30/2016
LISCENSED LANDSCAPE ARCHITECT

08-29-16
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



ESTRADA LAND PLANNING
225 BROADWAY
SUITE 1160
SAN DIEGO, CA 92101

CITY OF SAN DIEGO
525 B STREET
SUITE 750
SAN DIEGO, CA 92101

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

IRRIGATION QUANTITIES

CONTROLLER LETTER	VALVE NUMBER	PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)				PLASTIC PIPE (CLASS 315) (SUPPLY LINE)		CV					SPRINKLER ASSEMBLY				
		1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	1/2"	1"	1 1/2"	2"	TREE WELL	RISER GEAR DRIVEN	POP-UP GEAR DRIVEN	RISER	POP-UP	
		LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	
		LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	
66(A)	1	95	160	40	-	100	-	-	-	-	-	8	-	-	-	-	
	2	95	190	50	-	30	-	-	-	-	-	-	8	-	-	-	
	3	700	70	-	-	-	-	-	-	-	21	-	-	-	-	-	
	4	80	145	100	-	90	-	-	-	-	-	9	-	-	-	-	
	5	295	75	25	-	-	-	-	-	-	-	11	6	-	-	-	
	6	635	60	-	-	-	-	-	-	-	24	-	-	-	-	-	
	7	280	45	-	110	-	-	-	-	-	-	6	5	-	-	-	
	8	120	105	-	85	-	-	-	-	-	-	7	-	-	-	-	
	9	80	95	-	15	-	-	-	-	-	-	-	5	-	-	-	
	10	900	20	-	-	-	-	-	-	-	31	-	-	-	-	-	
	11	315	25	-	200	-	-	-	-	-	-	11	-	-	-	-	
	12	440	15	115	-	-	-	-	-	-	-	11	11	-	-	-	
	13	290	-	175	-	-	-	-	-	-	-	-	13	-	-	-	
	14	35	100	50	105	-	-	-	-	-	-	-	9	-	-	-	
	15	630	50	-	-	-	-	-	-	-	-	28	-	-	-	-	
	16	85	120	95	-	100	-	-	-	-	-	7	3	-	-	-	
	17	275	50	50	-	-	-	-	-	-	-	-	15	-	-	-	
	18	300	30	100	-	30	-	-	-	-	-	12	2	-	-	-	
	19	215	220	-	70	-	-	-	-	-	-	4	9	-	-	-	
	20	230	-	-	-	-	-	-	-	-	8	-	-	-	-	-	
	21	435	110	-	60	-	-	-	-	-	-	10	14	-	-	-	
	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	23	255	-	-	-	-	-	-	-	-	7	-	-	-	-	-	
	24	96	50	105	-	-	-	-	-	-	-	-	4	-	-	-	
	25	235	-	10	-	-	-	-	-	-	-	-	7	-	-	-	
	26	-	-	-	60	-	-	-	-	-	-	-	-	-	-	-	
	27	-	-	-	90	-	-	-	-	-	-	-	-	-	-	-	
	28	-	-	-	5	-	-	-	-	-	-	-	-	-	-	-	
	29	240	-	185	-	-	-	-	-	-	-	-	8	-	-	-	
	30	-	-	-	5	-	-	-	-	-	-	-	-	-	-	-	
	31	240	200	-	5	-	-	-	-	-	-	-	12	-	-	-	
	32	-	125	-	-	-	-	-	-	-	-	-	-	-	-	-	
	33	-	-	-	100	-	-	-	-	-	-	-	-	-	-	-	
	34	240	200	-	15	-	-	-	-	-	-	-	12	-	-	-	
	35	-	-	-	20	-	-	-	-	-	-	-	-	-	-	-	
	36	240	40	15	-	-	-	-	-	-	-	-	8	-	-	-	
	37	-	-	-	155	-	-	-	-	-	-	-	-	-	-	-	
	38	-	-	150	-	-	-	-	-	-	-	-	-	-	-	-	
	39	-	-	-	-	25	-	-	-	-	-	-	-	-	-	-	
	40	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL A		8,076	2,300	1,270	1,100	375	-	-	-	-	91	124	151	-	-		

IRRIGATION QUANTITIES

CONTROLLER LETTER	VALVE NUMBER	PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)				PLASTIC PIPE (CLASS 315) (SUPPLY LINE)		CV					SPRINKLER ASSEMBLY				
		1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	1/2"	1"	1 1/2"	2"	TREE WELL	RISER GEAR DRIVEN	POP-UP GEAR DRIVEN	RISER	POP-UP	
		LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	
		LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	
66(B)	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	3	92	40	15	-	-	-	-	-	-	47	-	-	-	-	-	
	4	200	-	-	-	-	-	-	-	-	6	-	-	-	-	-	
	5	195	-	-	-	-	-	-	-	-	-	-	-	-	-	10	
	6	200	135	-	50	-	-	-	-	-	-	2	9	-	-	-	
	7	350	46	85	-	-	-	-	-	-	-	6	11	-	-	-	
	8	125	-	-	-	-	-	-	-	-	6	-	-	-	-	-	
	9	250	55	-	-	-	-	-	-	-	-	8	6	-	-	-	
	10	760	75	-	-	-	-	-	-	-	30	-	-	-	-	-	
	11	288	75	-	175	-	-	-	-	-	-	3	8	-	-	-	
	12	225	52	65	-	-	-	-	-	-	-	8	7	-	-	-	
	13	230	40	15	-	-	-	-	-	-	-	-	8	-	-	-	
	14	205	85	-	75	-	-	-	-	-	-	9	-	-	-	-	
	15	265	40	50	220	-	-	-	-	-	-	4	5	-	-	-	
	16	245	15	165	-	-	-	-	-	-	-	-	15	-	-	-	
	17	190	150	46	35	-	-	-	-	-	-	2	10	-	-	-	
	18	1,180	46	78	-	-	-	-	-	-	48	-	-	-	-	-	
	19	310	40	30	70	-	-	-	-	-	-	9	2	-	-	-	
	20	255	30	160	-	-	-	-	-	-	-	7	7	-	-	-	
	21	95	175	45	-	40	-	-	-	-	-	-	8	-	-	-	
	22	190	95	-	65	-	-	-	-	-	-	7	-	-	-	-	
	23	90	175	-	160	-	-	-	-	-	-	5	2	-	-	-	
	24	230	120	-	225	-	-	-	-	-	-	9	-	-	-	-	
	25	230	120	-	225	-	-	-	-	-	-	10	-	-	-	-	
	26	240	160	-	380	-	-	-	-	-	-	11	-	-	-	-	
	27	100	195	-	25	-	-	-	-	-	-	5	2	-	-	-	
	28	100	240	45	-	130	-	-	-	-	-	8	-	-	-	-	
	29	90	200	-	115	-	-	-	-	-	-	7	-	-	-	-	
	30	180	150	-	210	-	-	-	-	-	-	7	-	-	-	-	
	31	100	195	96	-	120	-	-	-	-	-	9	-	-	-	-	
	32	95	195	45	-	70	-	-	-	-	-	8	-	-	-	-	
	33	100	195	50	-	15	-	-	-	-	-	-	8	-	-	-	
	34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL B		7,405	3,139	990	2,030	375	-	-	-	-	137	144	108	-	10		

IRRIGATION QUANTITIES
IQ-1



LAST REVISION | DATE PLOTTED => 2/18/2020 09-01-16 TIME PLOTTED => 12:54:12 PM

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	436	737

08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 VICKI ESTRADA ARCHITECT
 Signature: Vicki Estrada
 4/30/18
 Renewal Date: 6/30/2016
 Date: 08/30/2016

08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- UNDERLINED PORTIONS OF BOTANICAL NAME INDICATE ABBREVIATIONS USED ON PLANTING PLANS.
- FOR COMPOST AND INCORPORATE MATERIALS APPLICATION AND SEQUENCING OF WORK SEE LANDSCAPE QUANTITIES.

ABBREVIATIONS:

- TRVD ——— TRAVELED
- " ——— INCH
- ' ——— FOOT
- W GERM — WEED GERMINATION
- RBR ——— ROOT BARRIER
- W MULCH — WOOD MULCH

2 REPLACED PER ADDENDUM No. 2 DATED NOVEMBER 10, 2016

REVISED PLANT GROUP A QUANTITIES FOR PLANT NO.'s 1, 4, 6, 7, 8, & 10

1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 Galtrans®
 CONSULTANT SUPERVISOR: CHRIS THOMAS
 CALCULATED-DESIGNED BY: JOE ESPOSITO
 CHECKED BY: VICKI ESTRADA
 REVISIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

PLANT GROUP	PLANT NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY EACH	HOLE SIZE (INCHES)		BASIN TYPE	IRON SULFATE ①	SOIL AMEND ①	① FERTILIZER		WOOD MULCH BASIN ① ⑤	STAKING	PLANTING LIMITS						REMARKS	
							DIA	DEPTH				PLANTING	PLT ESTB			MINIMUM DISTANCE (FT) FROM				ON CENTER (FT)			
																TRVD WAY	PVMT	FENCE	WALL		PAVED		EARTH
A	1		ARTEMESIA CALIFORNICA	CALIFORNIA SAGEBRUSH	No. 1	444-252	②	②	I	—	—	I Pk+	—	③	—	—	8	3	3	4	3	6	SHRUB ⑧ ⑩
	2		BACCHARIS PILULARIS 'PIGEON POINT'	DWARF COYOTE BRUSH	No. 1	384	②	②	I	—	—	I Pk+	—	③	—	—	3	3	4	4	3	5.5	SHRUB ⑩
	3		ERIOGONUM ARBORESCENS	SANTA CRUZ ISLAND BUCKWHEAT	No. 1	594	②	②	I	—	—	I Pk+	—	③	—	—	3	3	4	3	3	5	SHRUB ⑩
	4		ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	No. 1	220-496	②	②	I	—	—	I Pk+	—	③	—	—	3	3	4	3	3	3	SHRUB ⑧ ⑩
	5		HESPARALOE PARVIFLORA	RED YUCCA	No. 1	392	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	2.5	SHRUB ⑩ TRIANGULAR SPACING
	6		LASTHENIA CALIFORNICA	GOLDFIELDS	No. 1	220-496	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	6	SHRUB ⑩
	7		MIMULUS AURANTIACUS	SAN DIEGO MONKEYFLOWER	No. 1	220-496	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	6	SHRUB ⑧ ⑩
	8		SALVIA APIANA	WHITE SAGE	No. 1	220-496	②	②	I	—	—	I Pk+	—	③	—	—	8	6	6	6	6	6	SHRUB ⑩
	9		SEDUM DENDROIDEUM	GOLD BUSH SEDUM	No. 1	548	②	②	I	—	—	I Pk+	—	③	—	—	8	3	3	4	3	3	SHRUB ⑩
	10		VIGUIERA LACINIATA	SAN DIEGO SUNFLOWER	No. 1	444-252	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	6	SHRUB ⑧ ⑩
B	11		RHAMNUS CALIFORNICA 'EVE CASE'	COFFEEBERRY	No. 5	124	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	7	SHRUB ⑩
	12		RHUS INTEGRIFOLIA	LEMONADE BERRY	No. 5	30	②	②	I	—	—	I Pk+	—	③	—	—	4	3	3	3	4	10	SHRUB ⑩
H	13		CARPOBROTUS EDULIS	HOTTENTOT FIG	CUTTING	41,790	②	②	I	10 LB/1,000 SQFT	—	8 LB/1,000 SQFT	4 LB/1,000 SQFT	—	—	—	6	6	6	6	8	1	GROUNDCOVER ⑫
F	14		SENECIO MANDRALISCAE	BLUE CHALK STICKS	IN FLATS	114,631	②	②	I	10 LB/1,000 SQFT	—	8 LB/1,000 SQFT	4 LB/1,000 SQFT	—	—	—	8	3	3	3	8	0.66	GROUNDCOVER ⑫
U	15		CASSIA LEPTOPHYLLA	GOLD MEDALLION TREE	No. 15	27	②	②	I	8 Oz	—	3 Pk+	8 Oz	0.20 CY	⑥	30	24	8	8	10	5	④	TREE ⑩
	16		CERCIS CANADENSIS 'FOREST PANSY'	EASTERN REDBUD	No. 15	78	②	②	I	8 Oz	—	3 Pk+	8 Oz	0.20 CY	⑥	30	24	5	15	15	15	④	TREE ⑩
	17		PINUS TORREYANA	TORREY PINE	No. 15	47	②	②	I	8 Oz	—	3 Pk+	8 Oz	0.20 CY	⑥	30	24	5	15	15	17	④	TREE ⑩
	18		QUERCUS AGRIFOLIA	COASTAL LIVE OAK	No. 15	25	②	②	I	8 Oz	—	3 Pk+	8 Oz	0.20 CY	⑥	30	24	5	15	15	17	④	TREE ⑩
K	19		TIPUANA TIPU	TIPU TREE	No. 15	25	②	②	I	8 Oz	—	3 Pk+	8 Oz	0.20 CY	⑥	30	24	5	15	15	17	④	TREE ⑩
	20		TIPUANA TIPU	TIPU TREE	No. 36	15	⑨	⑨	I	16 Oz	—	8 Pk+	16 Oz	0.60 CY	⑥	30	24	5	15	15	17	④	TREE ⑩
	21		SOD	MATCH EXISTING	SQYD	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	TURF ⑩

APPLICABLE WHEN CIRCLED:

- QUANTITIES SHOWN ARE "PER PLANT" UNLESS SHOWN AS SQFT OR SQYD APPLICATION RATES.
- SUFFICIENT TO RECEIVE ROOT BALL.
- INCLUDED WITH AREA MULCH
- AS SHOWN ON PLANS.
- WOOD MULCH IS SHREDDED BARK MULCH
- SEE STANDARD DETAIL.
- SEE SPECIAL PROVISIONS.
- RANDOMLY PLANTED IN GROUPS OF THREES, FIVES AND SEVENS THROUGHOUT DESIGNATED AREA.
- SEE PREPARE HOLE DETAIL.
- CULTIVATION REQUIRED.
- PLANT SOURCE FROM SAN DIEGO AND ORANGE COUNTY ONLY.
- COMPOST (SEE LANDSCAPE QUANTITIES)

LEGEND:

- COMPOST INCORPORATE MATERIAL WEED GERMINATION
- MAINTAIN EXISTING PLANTING AREAS
- WEED GERMINATION WOOD MULCH
- GRAVEL MULCH
- ROCK MULCH
- ROCK BLANKET (SEE LAYOUT SHEETS)

CCO #XX
 EA: 11-085784
 SHEET 1 OF 6
PLANT LIST PL-1

APPROVED FOR PLANTING WORK ONLY

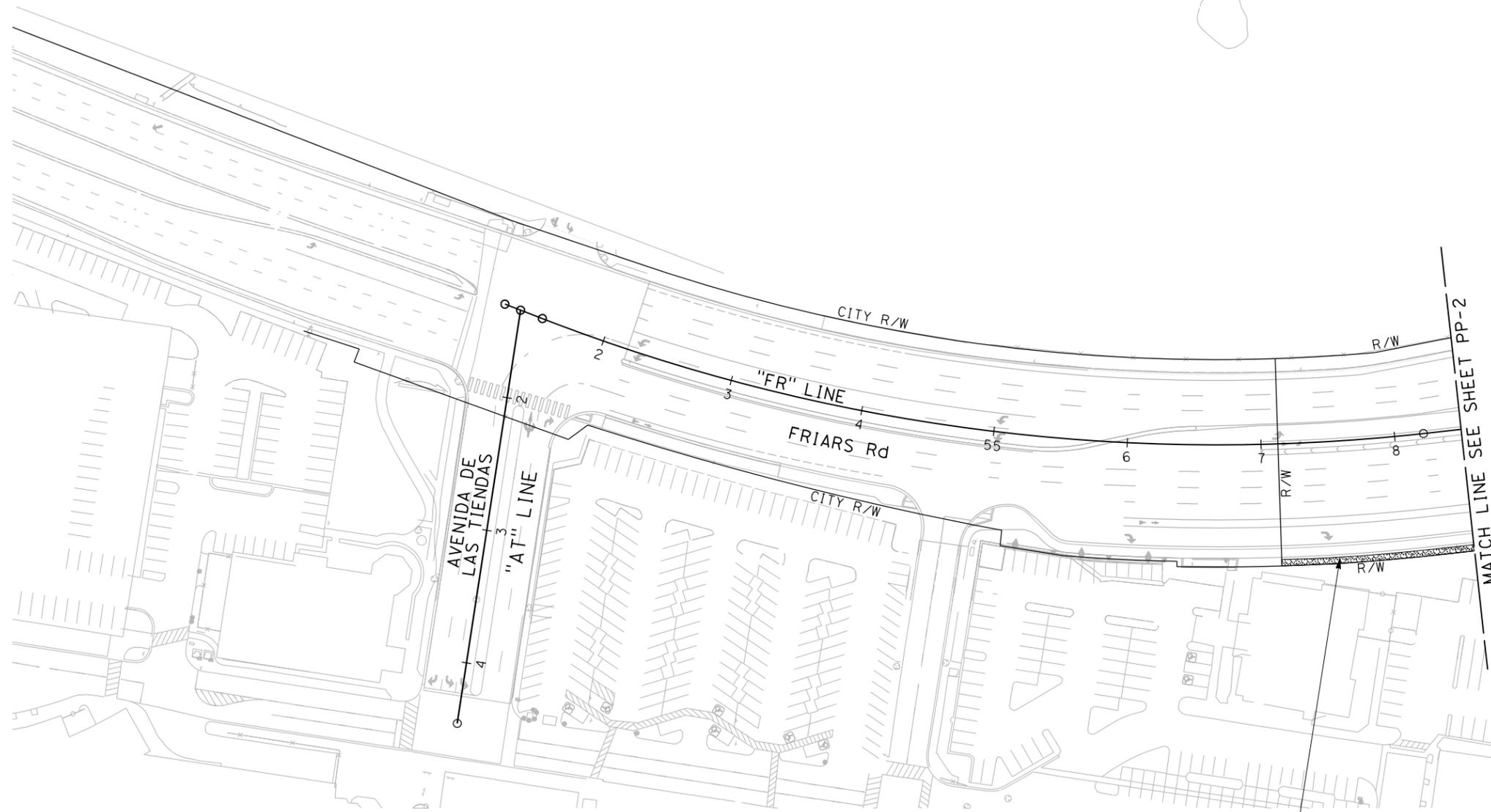
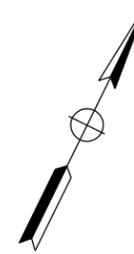
DATE PLOTTED => 28-JUN-2018
 TIME PLOTTED => 16:49
 LAST REVISION 06-18-18

Attachment 1- Irrigation and Planting Plans

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	437	737
		 08/30/2016 LICENSED LANDSCAPE ARCHITECT			
		08-29-16 PLANS APPROVAL DATE			
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101			CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101		



74 SQYD NEW SOD
 TO MATCH EXISTING
 666 SQFT COMPOST
 74 SQYD CULTIVATE
 74 SQYD W GERM

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
	CHRIS THOMAS	CHECKED BY	DATE REVISED
		JOE ESPOSITO	
		VICKI ESTRADA	

APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 50'

PLANTING PLAN
PP - 1



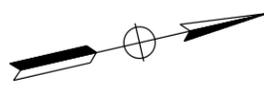
Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	439	737

08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 VICKI ESTRADA
 Signature: *Vicki Estrada*
 08-29-16
 PLANS APPROVAL DATE
 Signature: *Vicki Estrada*
 4/30/18
 Renewal Date
 6/30/2016
 Date

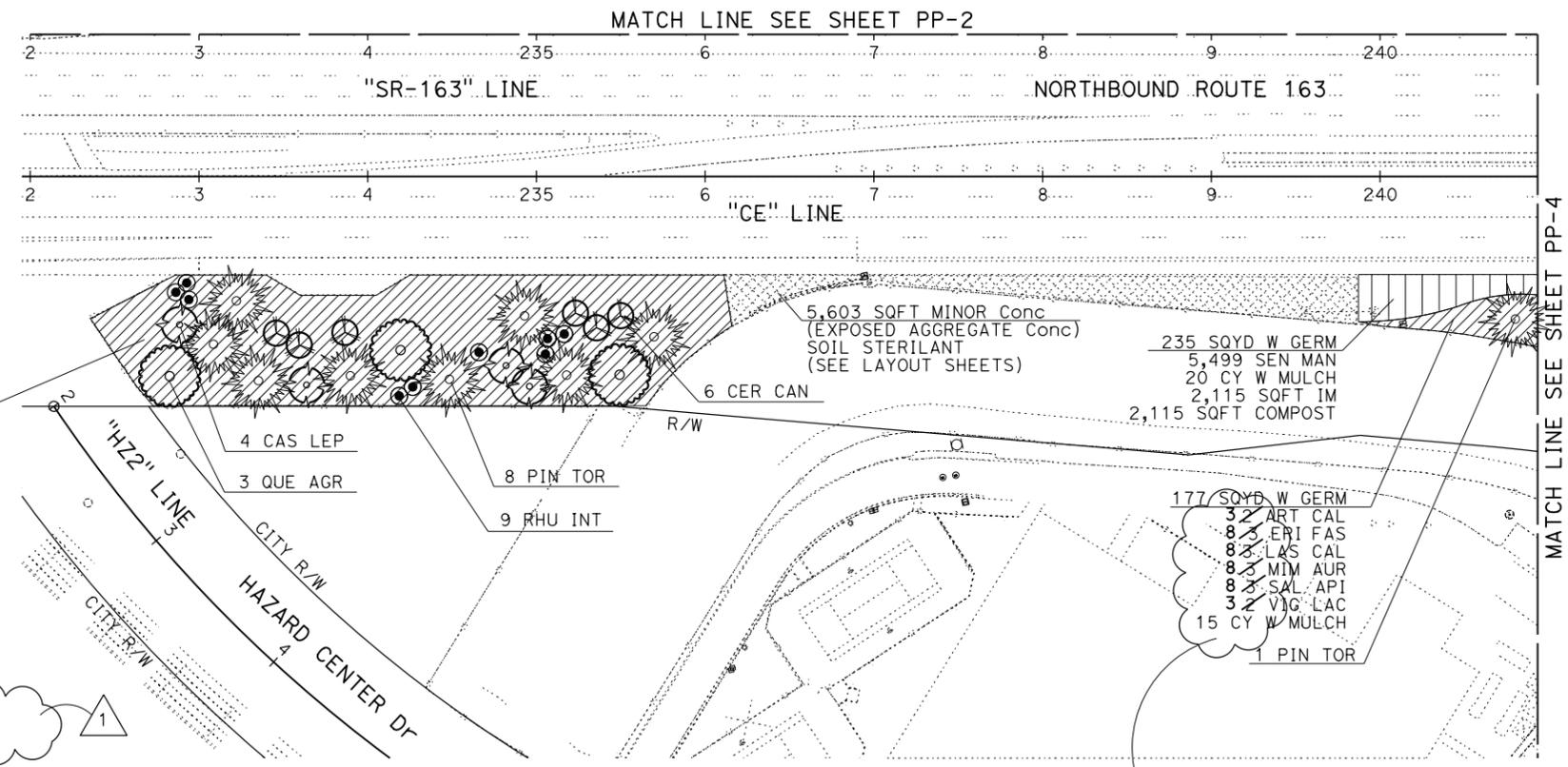
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101
----------------------------------------------------------------------------	-----------------------------------------------------------------------



NOTE:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 Galtrans®
 CONSULTANT SUPERVISOR: CHRIS THOMAS
 CALCULATED-DRAWN BY: JOE ESPOSITO
 CHECKED BY: VICKI ESTRADA
 REVISIONS: REVISED BY: DATE REVISED:



REVISOR'S LIST:
 2,867 SQYD W GERM
 6826 ART CAL
 13482 ERI FAS
 13452 LAS CAL
 13452 MIM AUR
 13452 SAL API
 6826 VIG LAC
 226 CY W MULCH

REVISOR'S LIST:
 177 SQYD W GERM
 32 ART CAL
 83 ERI FAS
 83 LAS CAL
 83 MIM AUR
 83 SAL API
 32 VIG LAC
 15 CY W MULCH
 1 PIN TOR

CCO #XX
 EA: 11-085784
 SHEET 3 OF 6

PLANTING PLAN
PP-3

APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 50'

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	440	737

08/30/2016
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

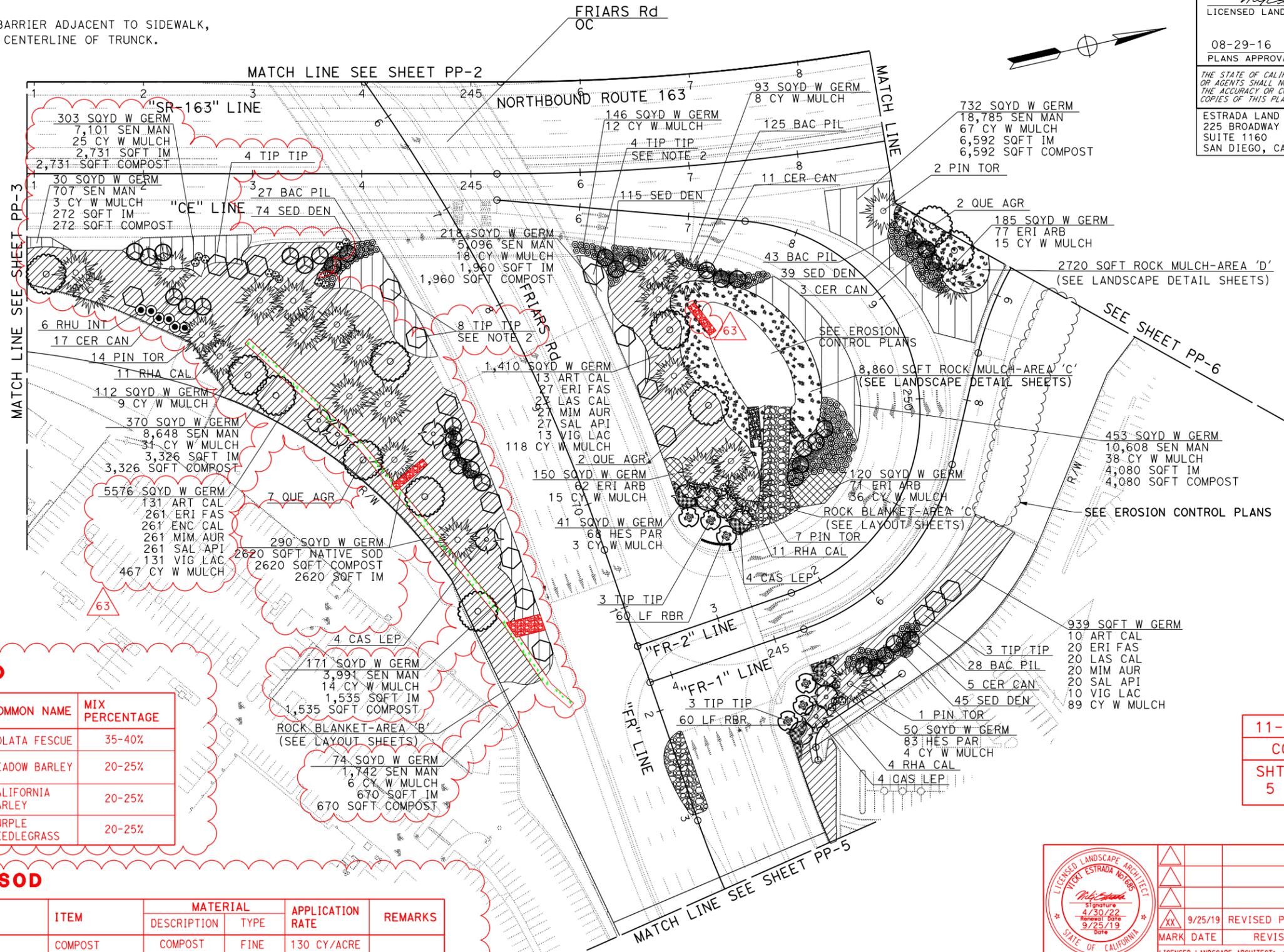
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

NOTE:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- INSTALL 10 LF OF ROOT BARRIER ADJACENT TO SIDEWALK, 5' EACH DIRECTIONS FROM CENTERLINE OF TRUNCK.



NATIVE SOD

SYMBOL	BOTANICAL NAME	COMMON NAME	MIX PERCENTAGE
	FESTUCA RUBRA	MOLATA FESCUE	35-40%
	HORDEUM BRACHYANTHERUM	MEADOW BARLEY	20-25%
	HORDEUM B. CALIFORNICUM	CALIFORNIA BARLEY	20-25%
	NASELLA PULCHRA	PURPLE NEEDLEGRASS	20-25%

NATIVE SOD

SYMBOL	SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	REMARKS
			DESCRIPTION	TYPE		
	STEP 1	COMPOST	COMPOST	FINE	130 CY/ACRE	
	STEP 2	INCORPORATE MATERIALS	COMPOST			6" DEPTH
	STEP 3	IRRIGATION	SEE IRRIGATION PLANS			
	STEP 4	SLOW-RELEASE FERTILIZER	SLOW-RELEASE FERTILIZER		8lbs/1,000 SQFT	
	STEP 5	SOD	SEE PLANTING PLANS			

11-085784
 CCO63
 SHT 5 OF 5

	XX	9/25/19	REVISED PLANTING LAYOUT	JE DP
	MARK	DATE	REVISION(S) DESCRIPTIONS	DES CHK DET
LICENSED LANDSCAPE ARCHITECT: Vicki Estrada			DATE: 09/06/19	

APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 50'

PLANTING PLAN
 PP-4

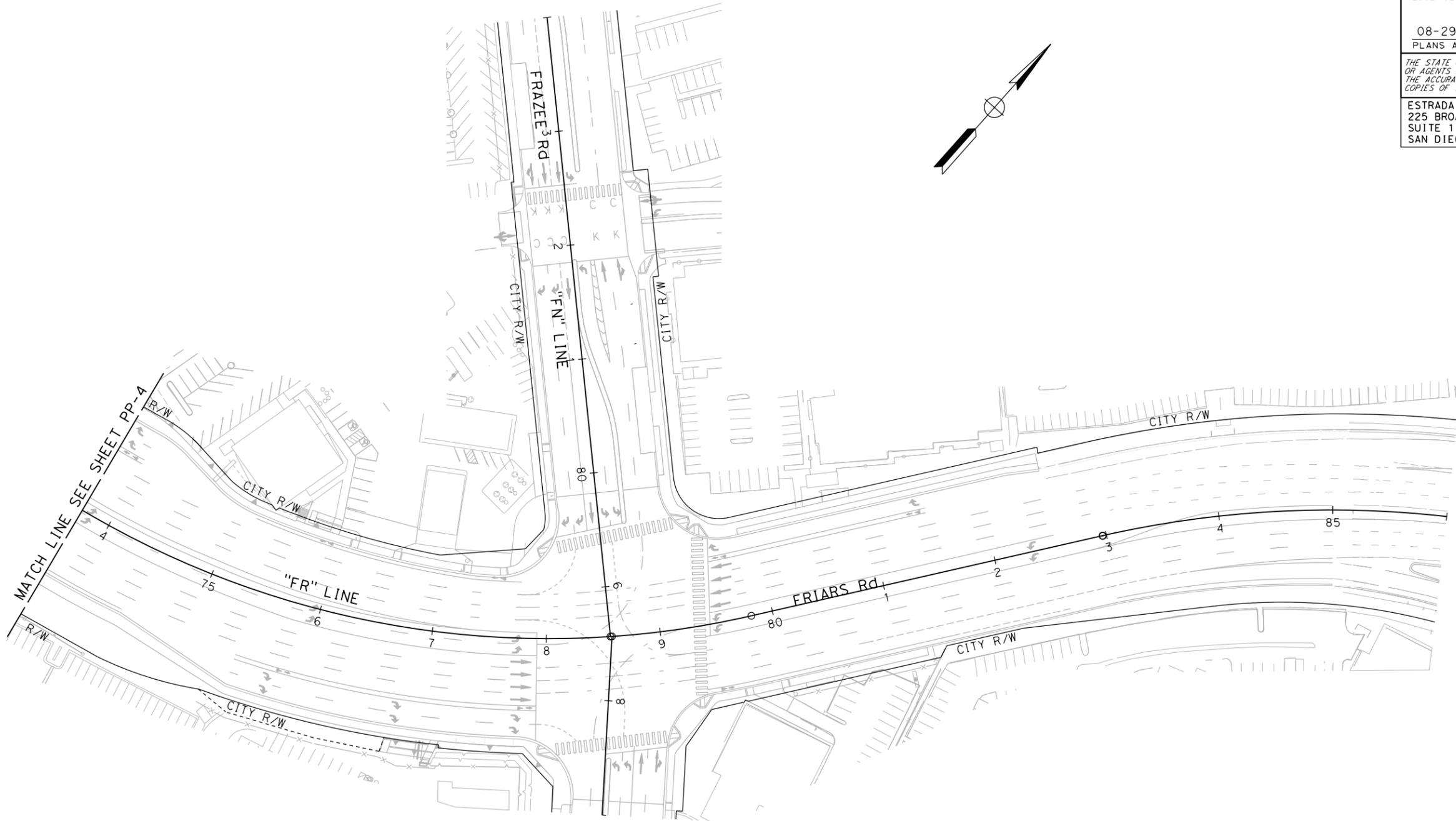
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
Caltrans	CHRIS THOMAS	CHRIS THOMAS	CHECKED BY	JOE ESPOSITO	08/30/2016
				VICKI ESTRADA	

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	441	737
			08/30/2016		
LISCENED LANDSCAPE ARCHITECT			LISCENED LANDSCAPE ARCHITECT		
08-29-16			PLANS APPROVAL DATE		
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101			CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101		



APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 50'

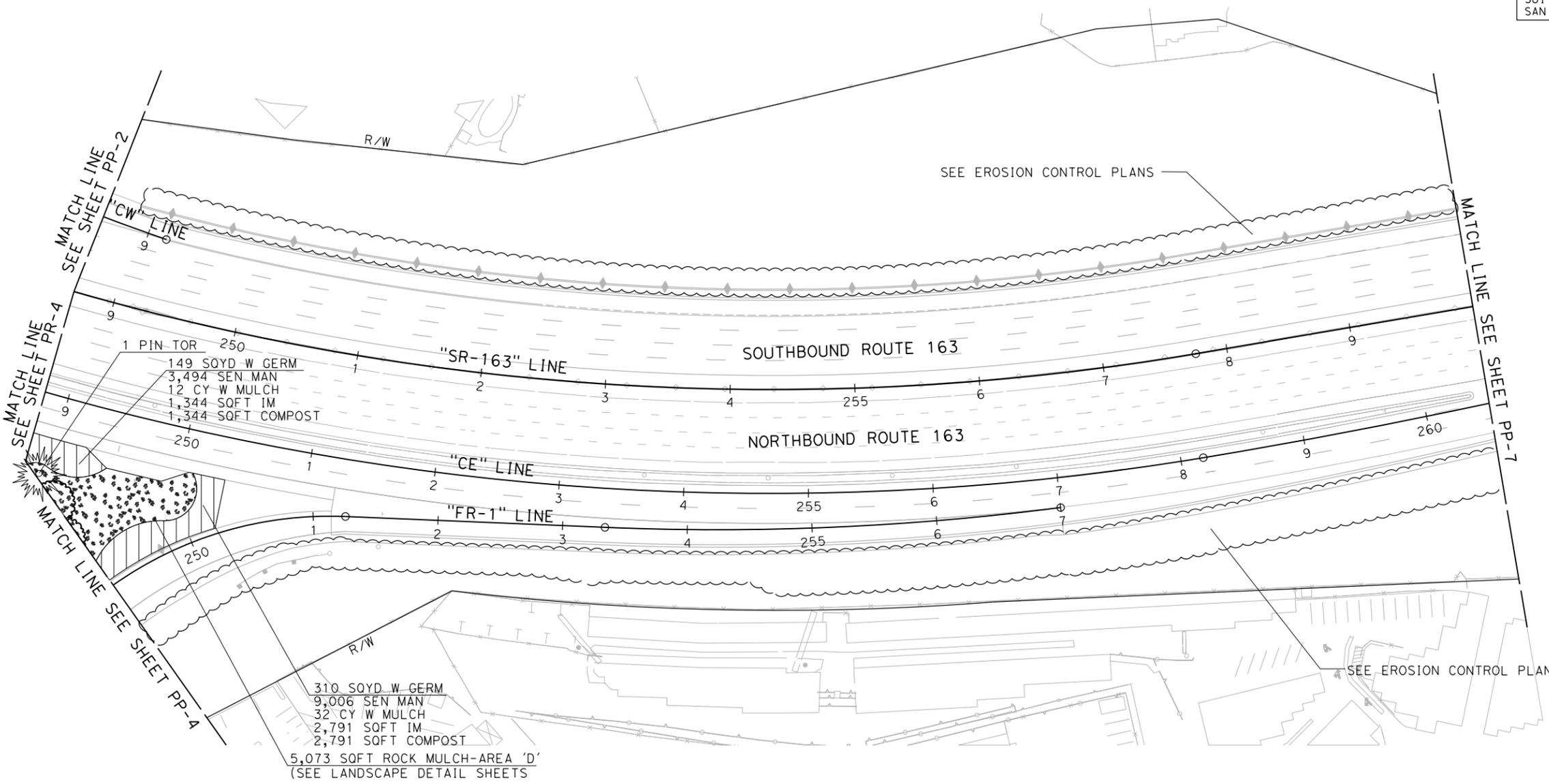
**PLANTING PLAN
PP - 5**



Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	442	737
		08/30/2016			
		LISCENSED LANDSCAPE ARCHITECT			
		08-29-16			
		PLANS APPROVAL DATE			
<p>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</p>					
ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101			CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101		

NOTE:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
Caltrans	CHRIS THOMAS	CHECKED BY	DATE
			REVISED BY
			DATE
			REVISOR
			DATE
			REVISED BY
			DATE
			REVISOR
			DATE

APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 50'

PLANTING PLAN
PP-6

LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:20 PM

NOTE:
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

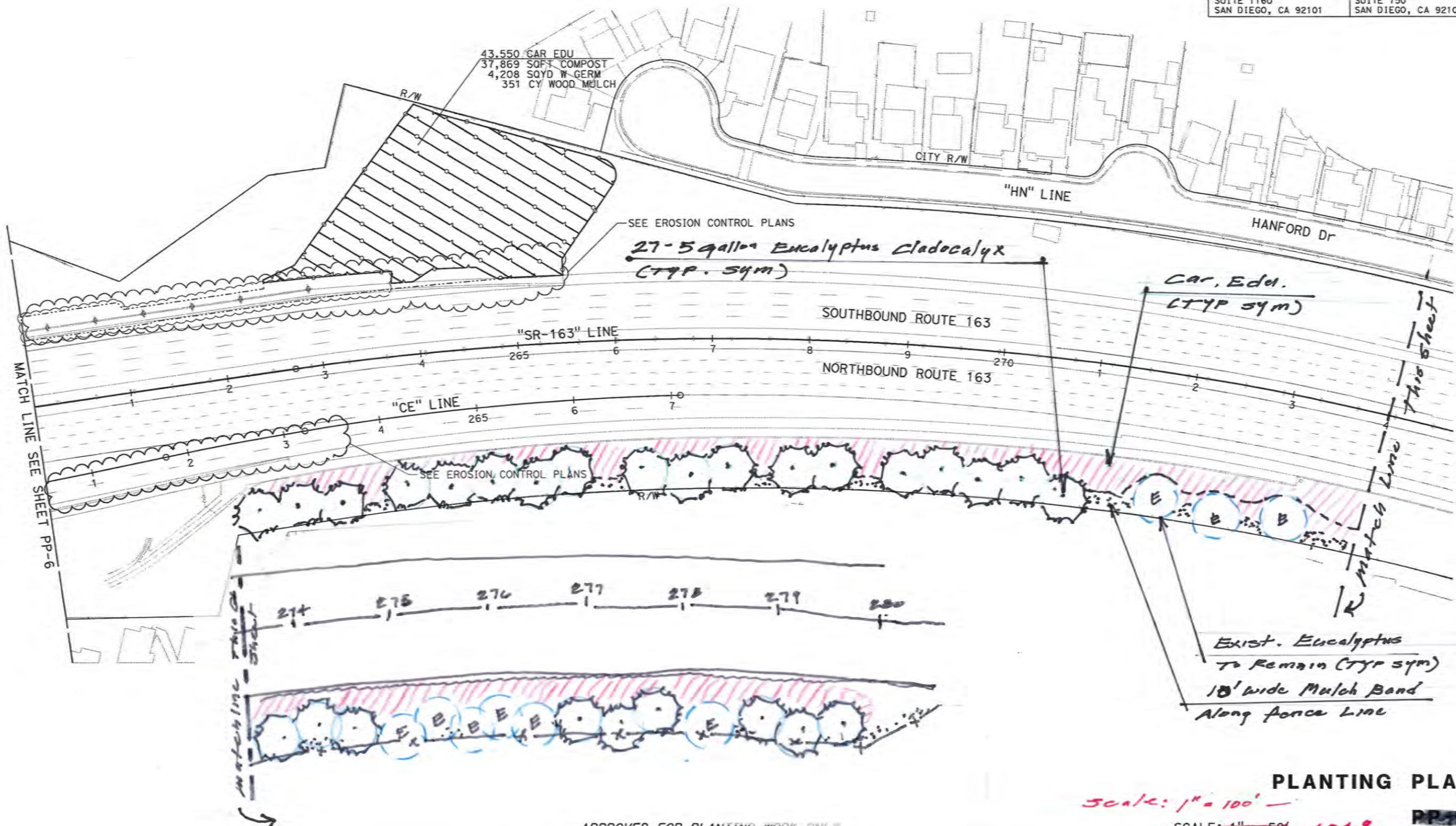
Vicki Estrada 08/30/2016
LICENSED LANDSCAPE ARCHITECT

08-29-16
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING CITY OF SAN DIEGO
225 BROADWAY 525 B STREET
SUITE 1160 SUITE 750
SAN DIEGO, CA 92101 SAN DIEGO, CA 92101

LICENSED LANDSCAPE ARCHITECT
VICKI ESTRADA 10789
Vicki Estrada
Signature
4/30/18
6/30/2016
DATE
STATE OF CALIFORNIA



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

CONSULTANT FUNCTIONAL SUPERVISOR
CHRIS THOMAS

CALCULATED-DESIGNED BY
CHECKED BY

JOE ESPOSITO
VICKI ESTRADA

REVISED BY
DATE REVISED

APPROVED FOR PLANTING WORK ONLY

Scale: 1" = 100'
SCALE: 1" = 50' 104%

PLANTING PLAN

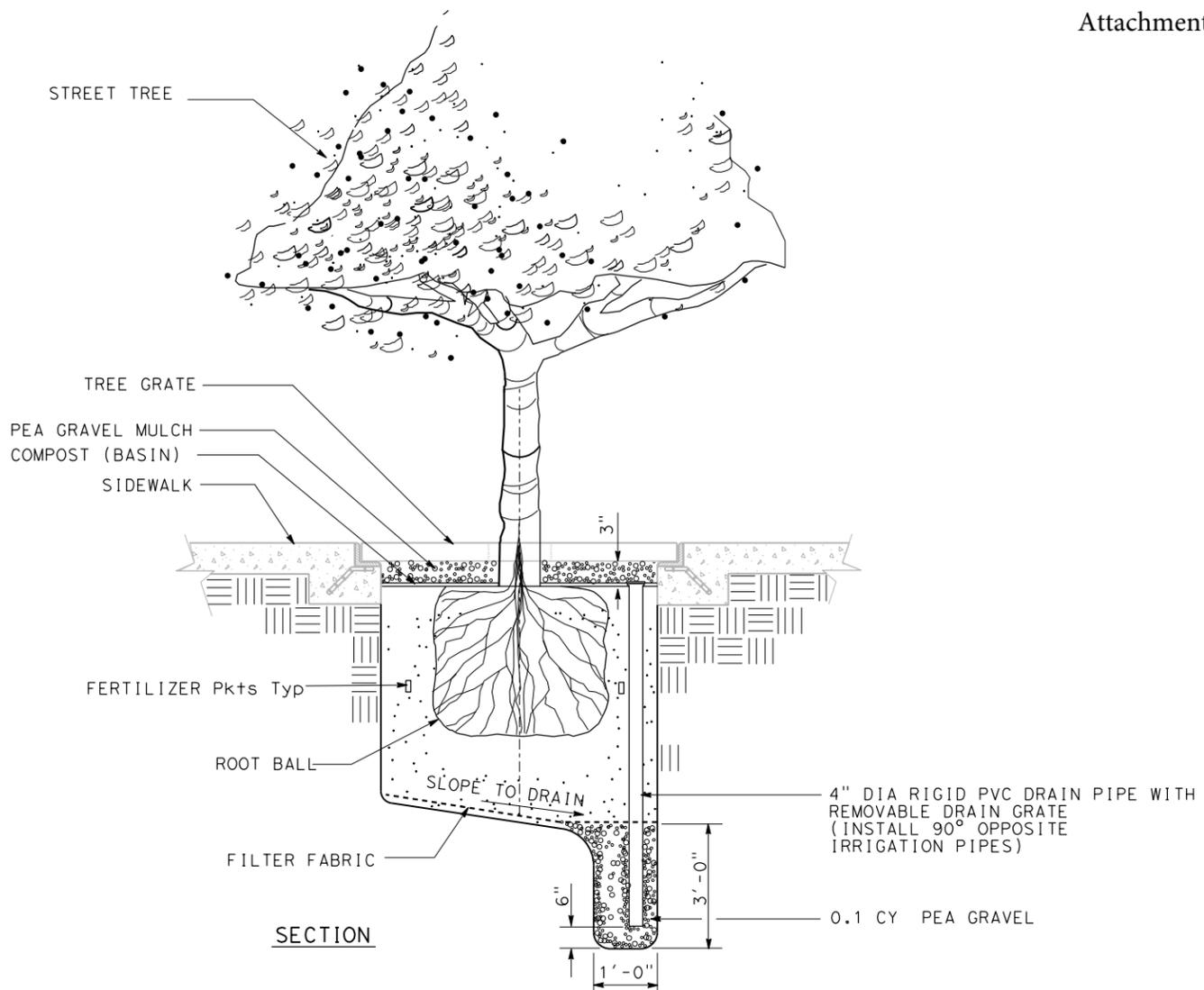
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	444	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

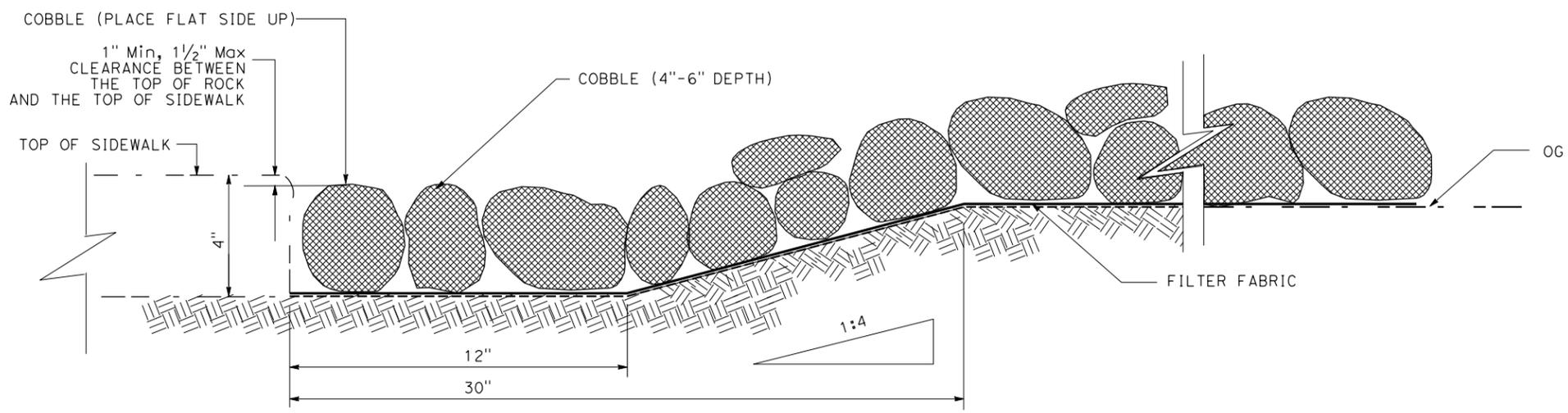
08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



1 PREPARE HOLE AT TREE GRATES AND TREE PLANTING AT TREE GRATE



ROCK MULCH

LANDSCAPE DETAILS

LD-1

NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
	CHRIS THOMAS	JOE ESPOSITO	VICKI ESTRADA		

USERNAME => megan
 DGN FILE => 1100000064sy001.dgn



UNIT 2763

PROJECT NUMBER & PHASE

11000000641

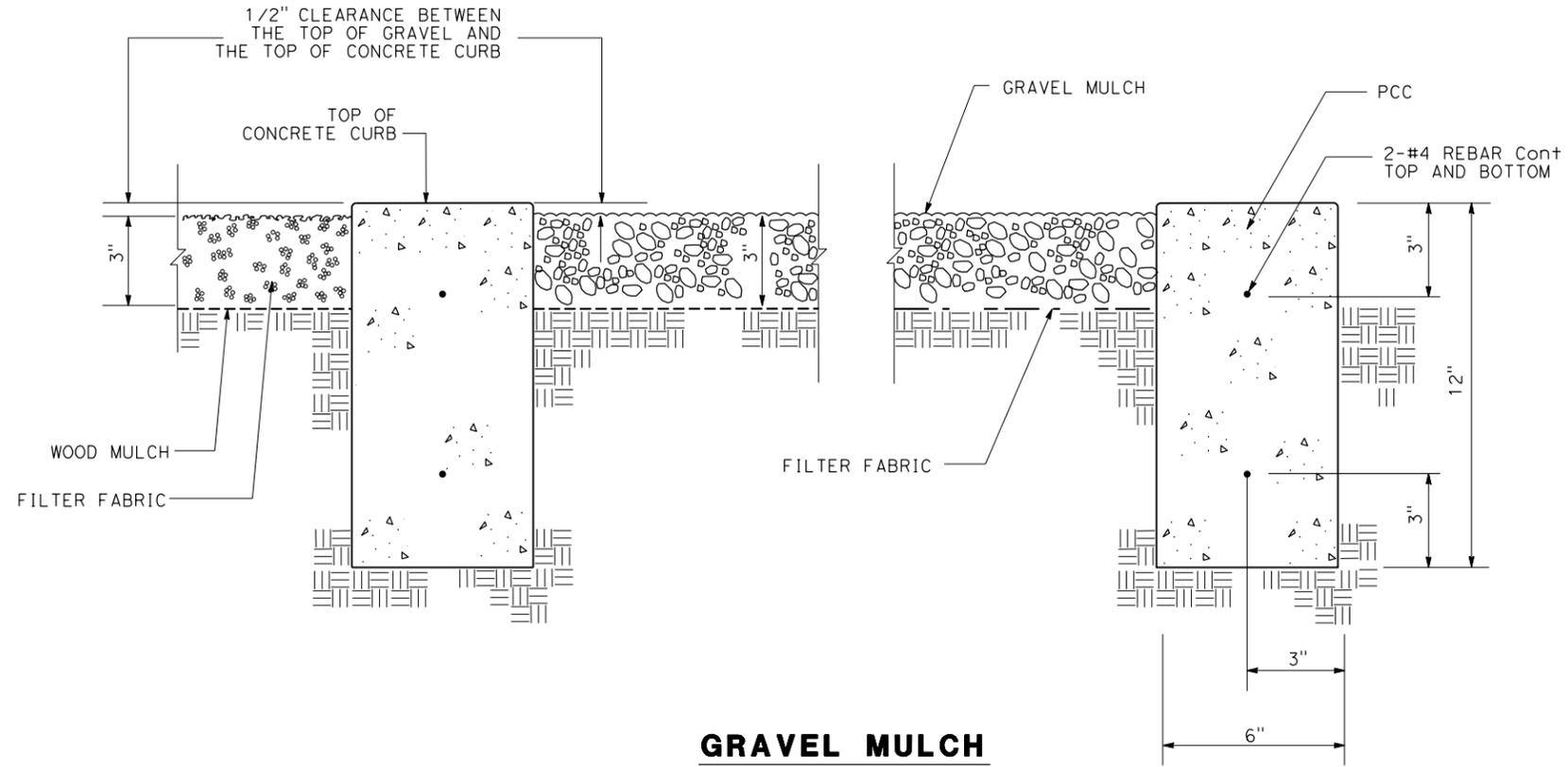
LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:22 PM

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	445	737

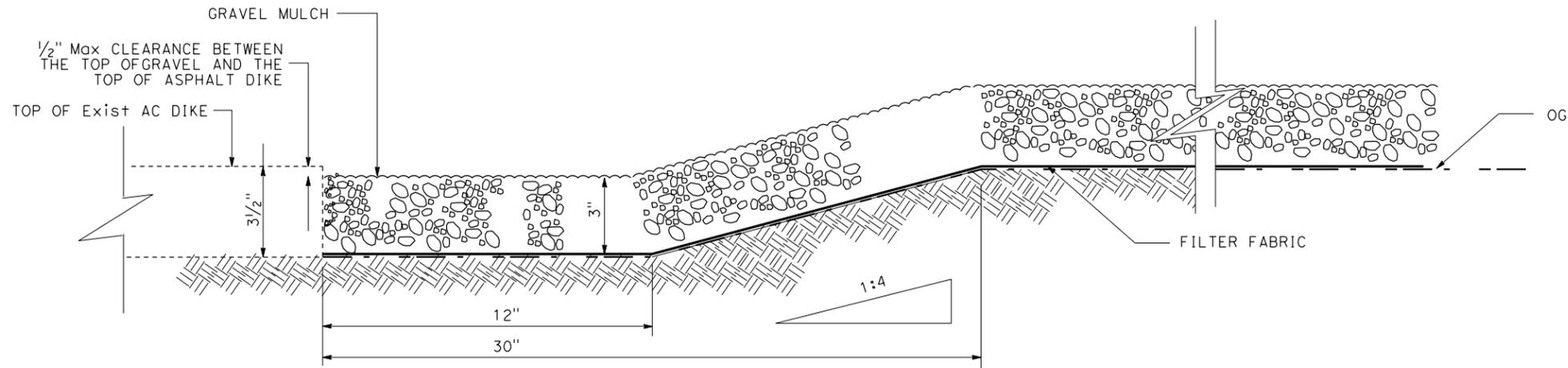
NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 VICKI ESTRADA
 08-29-16
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101



GRAVEL MULCH



GRAVEL MULCH TRANSITION DETAIL

LANDSCAPE DETAILS

LD-2

NO SCALE



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS THOMAS
 CALCULATED/DESIGNED BY: JOE ESPOSITO
 CHECKED BY: VICKI ESTRADA
 REVISIONS: REVISED BY: DATE
 REVISIONS: REVISED BY: DATE

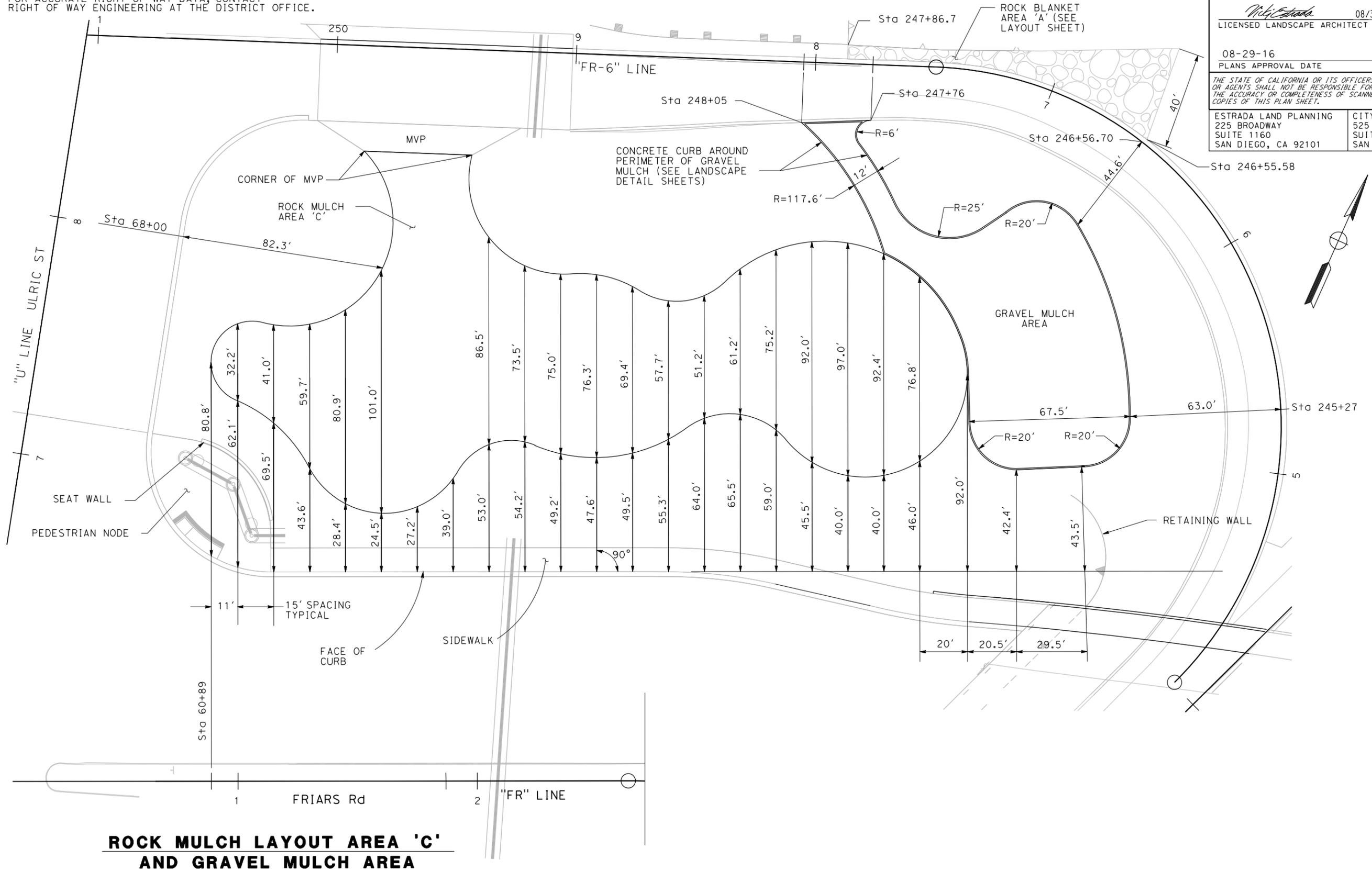
NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	446	737

08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 VICKI ESTRADA
 08-29-16
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101



ROCK MULCH LAYOUT AREA 'C' AND GRAVEL MULCH AREA

LANDSCAPE DETAILS

LD-3

APPROVED FOR PLANTING WORK ONLY

SCALE: 1" = 20'

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	448	737

Nick Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

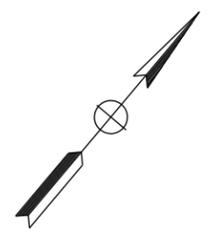
08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
Caltrans	CHRIS THOMAS	CHECKED BY	DATE REVISED
		JOE ESPOSITO	
		VICKI ESTRADA	



ROCK BLANKET LAYOUT-AREAS 'B'

LANDSCAPE DETAILS

LD-5

APPROVED FOR PLANTING WORK ONLY

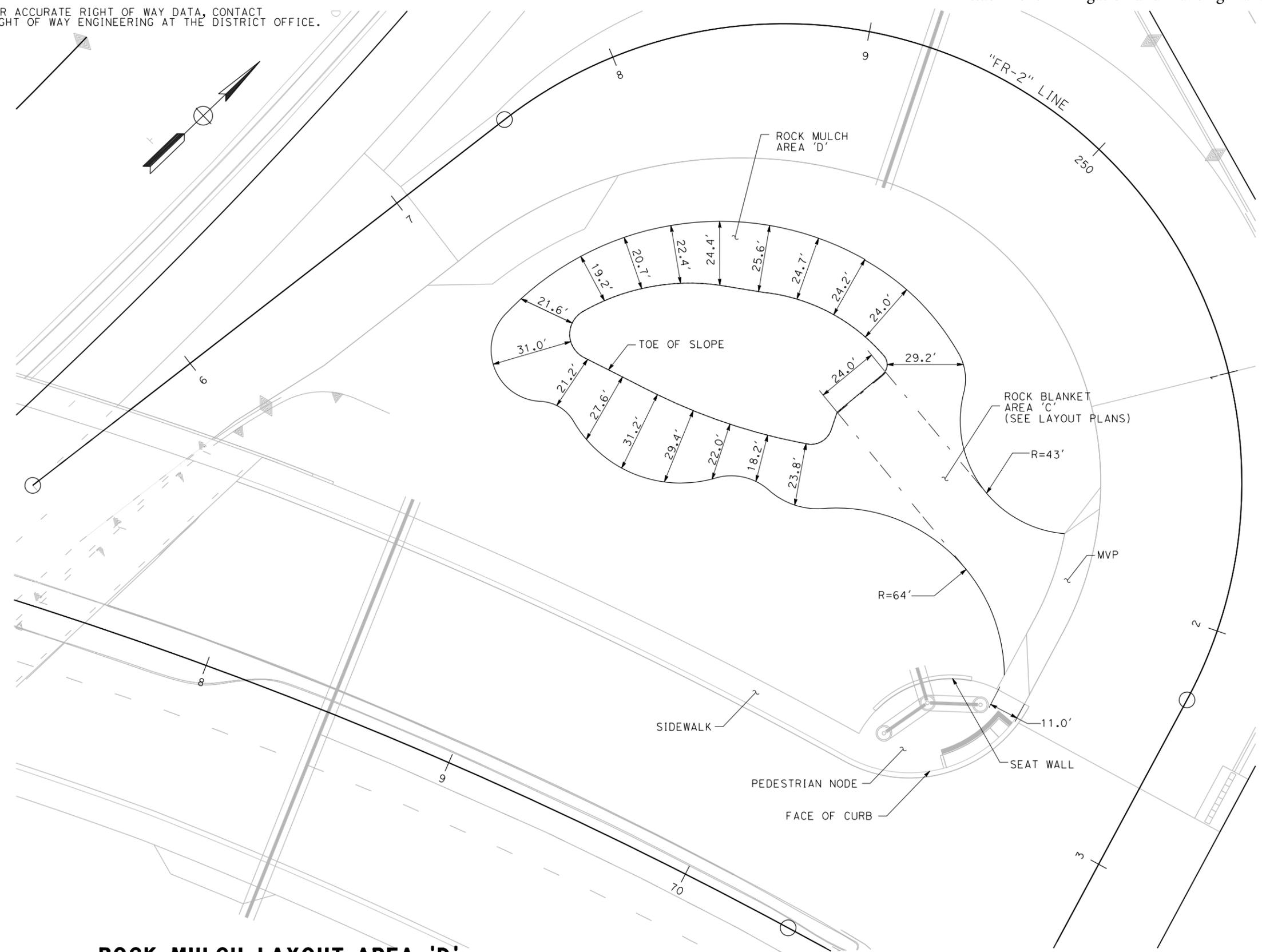
SCALE: 1" = 20'

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	449	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 08-29-16
 PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

NOTE:
 FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



ROCK MULCH LAYOUT-AREA 'D'

LANDSCAPE DETAILS

LD-6

SCALE: 1" = 20'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
	CHRIS THOMAS	JOE ESPOSITO	VICKI ESTRADA		

USERNAME => megon
 DGN FILE => 1100000064sy006.dgn



UNIT 2763

PROJECT NUMBER & PHASE

11000000641

LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:26 PM

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS THOMAS
 CALCULATED/DESIGNED BY: JOE ESPOSITO
 CHECKED BY: VICKI ESTRADA
 REVISED BY: DATE
 REVISIONS: 8, 9, 1

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

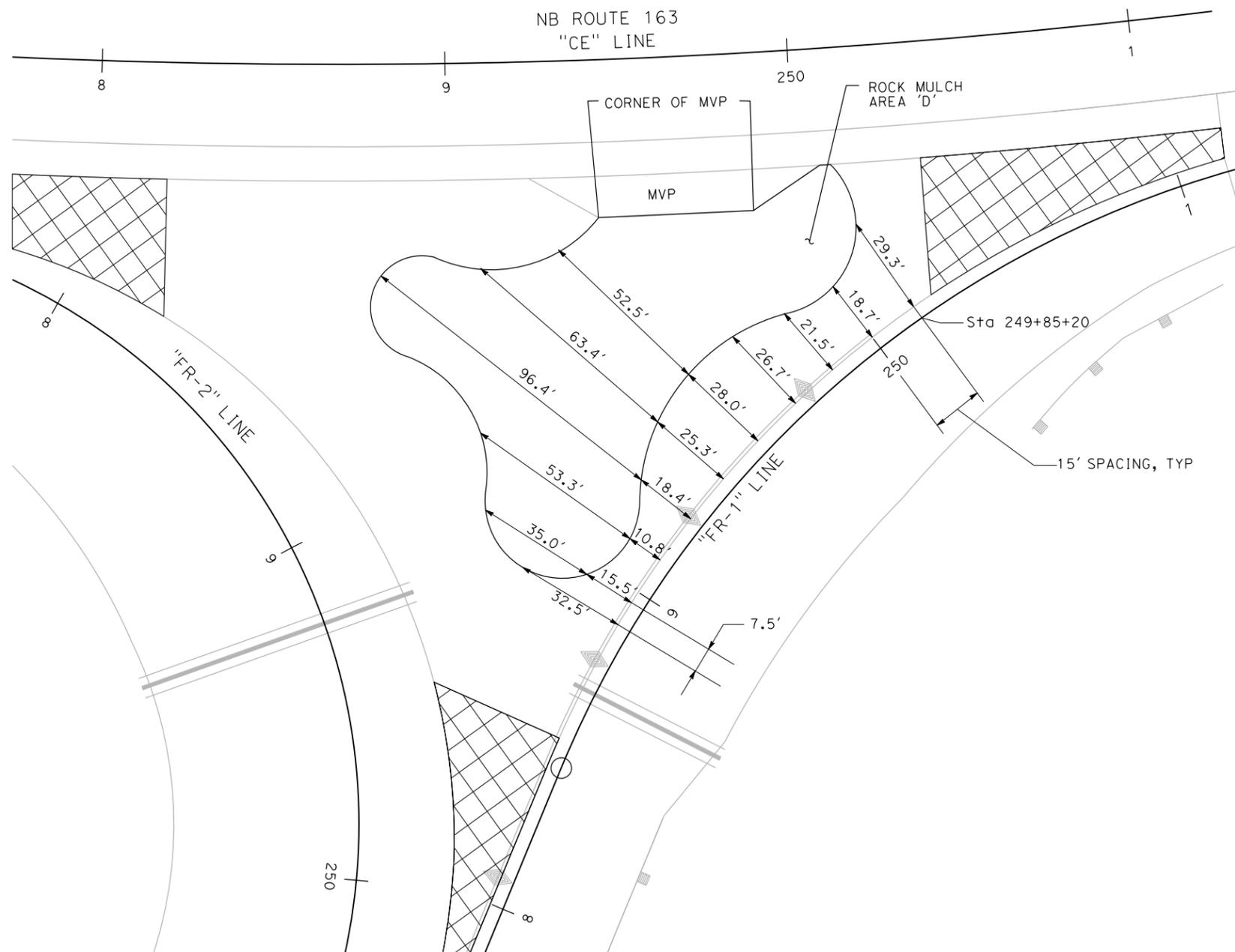
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	450	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT

08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING 225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

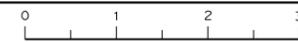


ROCK MULCH LAYOUT-AREA 'D'

LANDSCAPE DETAILS

LD-7

SCALE: 1" = 20'



Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	451	737

Vicki Estrada 08/30/2016
 LICENSED LANDSCAPE ARCHITECT
 08-29-16
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTRADA LAND PLANNING
 225 BROADWAY
 SUITE 1160
 SAN DIEGO, CA 92101

CITY OF SAN DIEGO
 525 B STREET
 SUITE 750
 SAN DIEGO, CA 92101

LANDSCAPE QUANTITIES

SHEET No.	COMPOST	INCORPORATE MATERIALS	CULTIVATE	WEED GERMINATION	WOOD MULCH	ROCK MULCH	GRAVEL MULCH	ROOT BARRIER	MINOR Conc (MISCELLANEOUS CONSTRUCTION)
	SQFT	SQFT	SQYD	SQYD	CY	SQFT	SQFT	LF	CY
PP-1	666	-	74	74	-	-	-	-	-
PP-2	16,698	16,698	-	6,387	593	37,034	8,020	220	10
PP-3	2,115	2,115	-	3,279	261	-	-	-	-
PP-4	21,263	21,263	-	9,242	825	11,580	-	240	-
PP-5	-	-	-	-	-	-	-	-	-
PP-6	4,135	4,135	-	459	44	5,073	-	-	-
PP-7	37,869	-	-	4,208	351	-	-	-	-
BASINS	-	-	-	-	50	-	-	-	-
TOTAL	82,746**	44,211**	74	23,649	2,124 1,773	53,687	8,020	460	10*

*SEE SUMMARY OF QUANTITIES SHEETS FOR ADDITIONAL QUANTITIES
 **SEE EROSION CONTROL QUANTITIES SHEETS FOR ADDITIONAL QUANTITIES

DELETED WOOD MULCH AND REVISED QUANTITY 1

COMPOST FOR CAR EDU

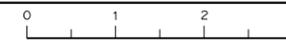
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	REMARKS
		DESCRIPTION	TYPE		
STEP 1	IRRIGATION (VARIOUS)		SEE IRRIGATION PLANS		
STEP 2	COMPOST	COMPOST	MEDIUM	270 CY/ACRE	
STEP 3	WEED GERMINATION		SEE PLANTING PLANS		
STEP 4	PLANTING (VARIOUS)		SEE PLANTING PLANS		

COMPOST AND INCORPORATE MATERIALS FOR SEN MAN

SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	DEPTH
		DESCRIPTION	TYPE		
STEP 1	COMPOST	COMPOST	FINE	135 CY/ACRE	
STEP 2	INCORPORATE MATERIALS	COMPOST			4" DEPTH
STEP 3	IRRIGATION (VARIOUS)		SEE IRRIGATION PLANS		
STEP 4	COMPOST STOCK		SEE EROSION CONTROL PLANS		
STEP 5	WEED GERMINATION		SEE PLANTING PLANS		
STEP 6	PLANTING (VARIOUS)		SEE PLANTING PLANS		

CCO #XX
 EA: 11-085784
 SHEET 6 OF 6

LANDSCAPE QUANTITIES
LQ-1



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS THOMAS
 CALCULATED/DESIGNED BY: MATTHEW MADRIL
 CHECKED BY: NICOLE RIEGER
 REVISED BY: DATE REVISIONS

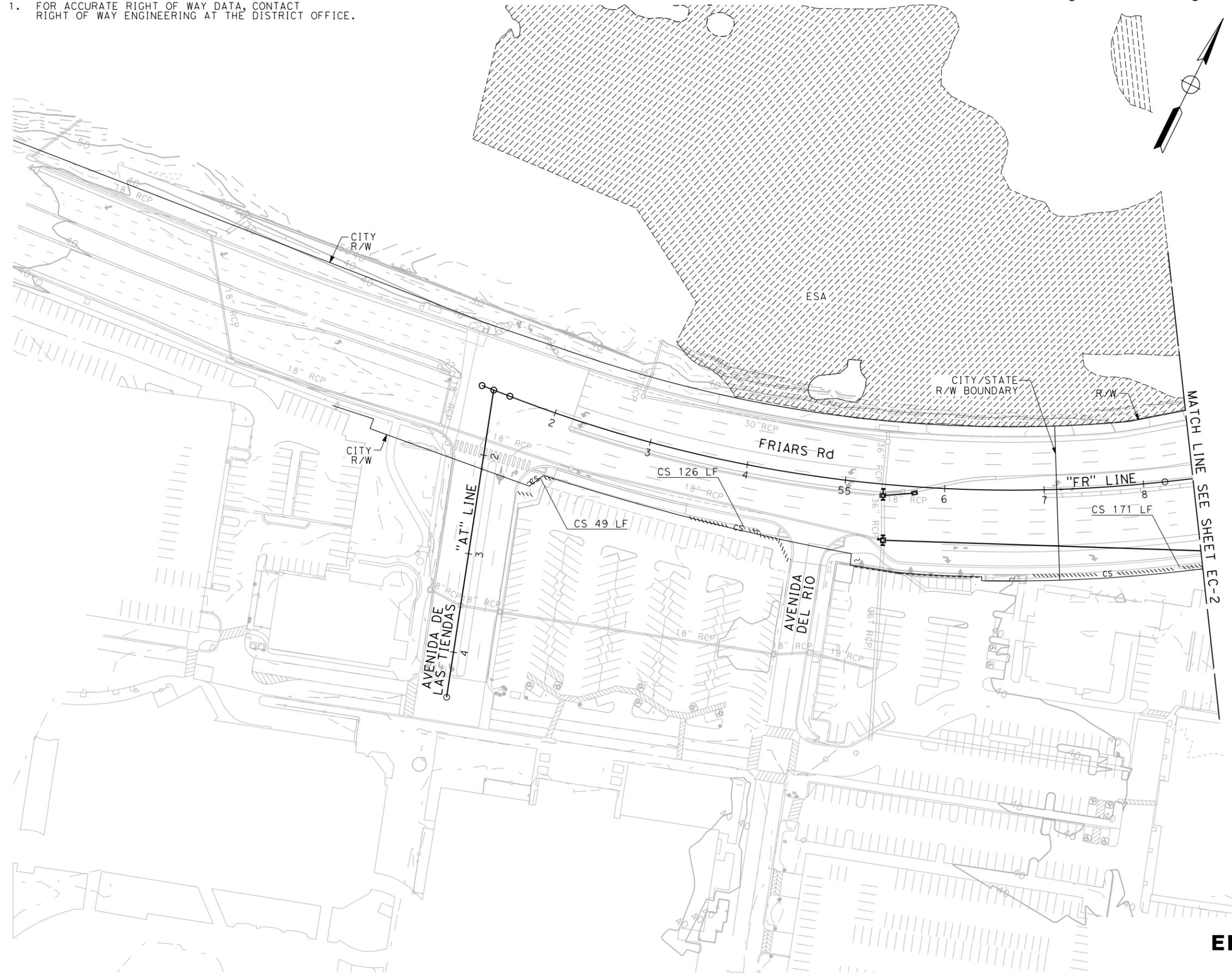
NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	453	737

REGISTERED CIVIL ENGINEER DATE: 08/30/2016
 PLANS APPROVAL DATE: 08-29-16
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101



EROSION CONTROL PLAN
EC-1
 SCALE: 1" = 50'

APPROVED FOR EROSION CONTROL WORK ONLY

LAST REVISION DATE PLOTTED => 2/18/2020 08-30-16 TIME PLOTTED => 12:54:32 PM

NOTE:

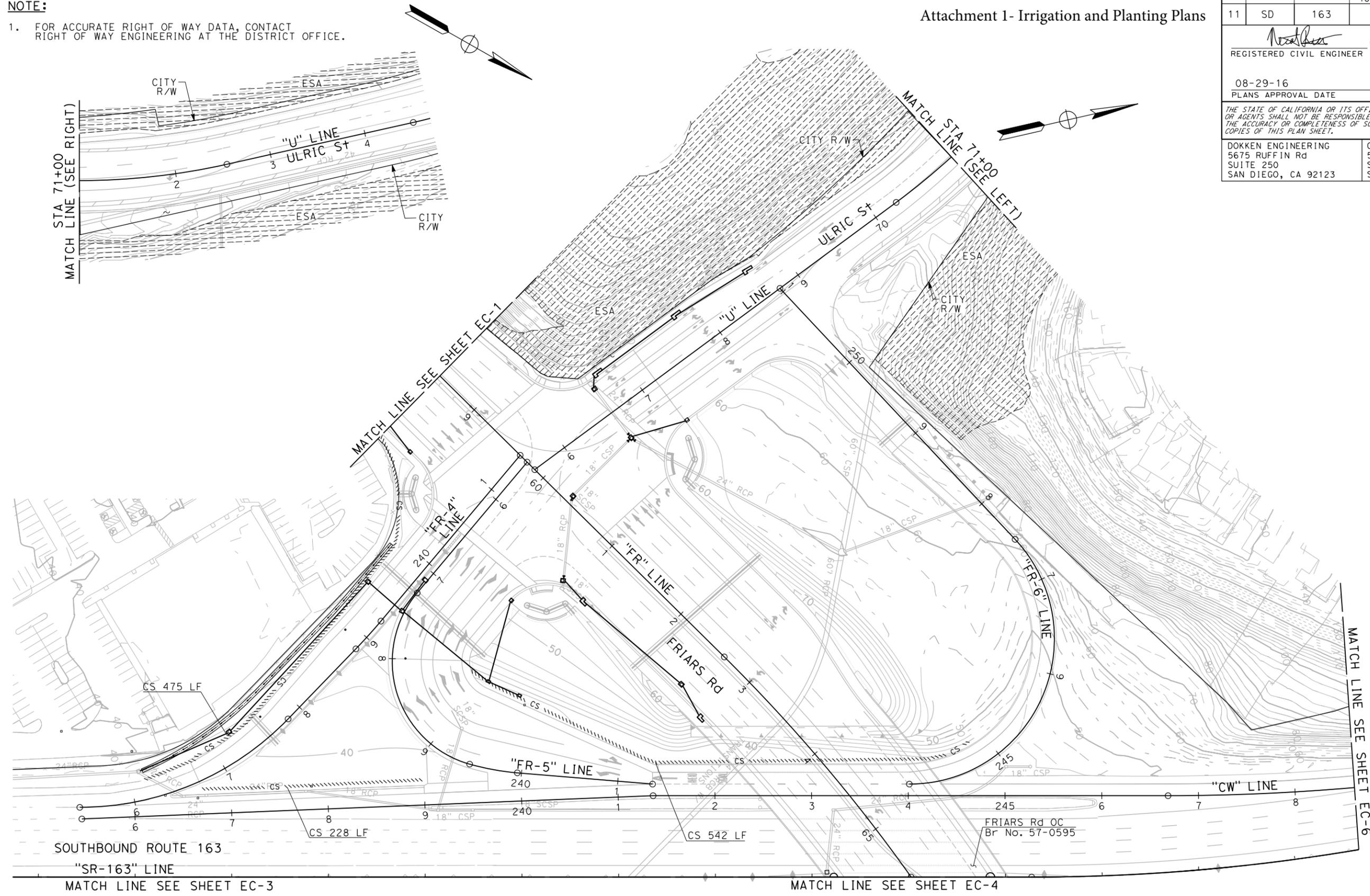
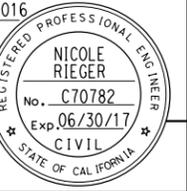
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	454	737


 REGISTERED CIVIL ENGINEER DATE 08/30/2016
 08-29-16
 PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101
--------------------------------------------------------------------------	-----------------------------------------------------------------------



STATE OF CALIFORNIA	DEPARTMENT OF TRANSPORTATION	CONSULTANT	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
		CHRIS THOMAS			MATTHEW MADRIL	
				CHECKED BY	NICOLE RIEGER	



EROSION CONTROL PLAN

EC-2

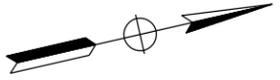
APPROVED FOR EROSION CONTROL WORK ONLY

SCALE: 1" = 50'

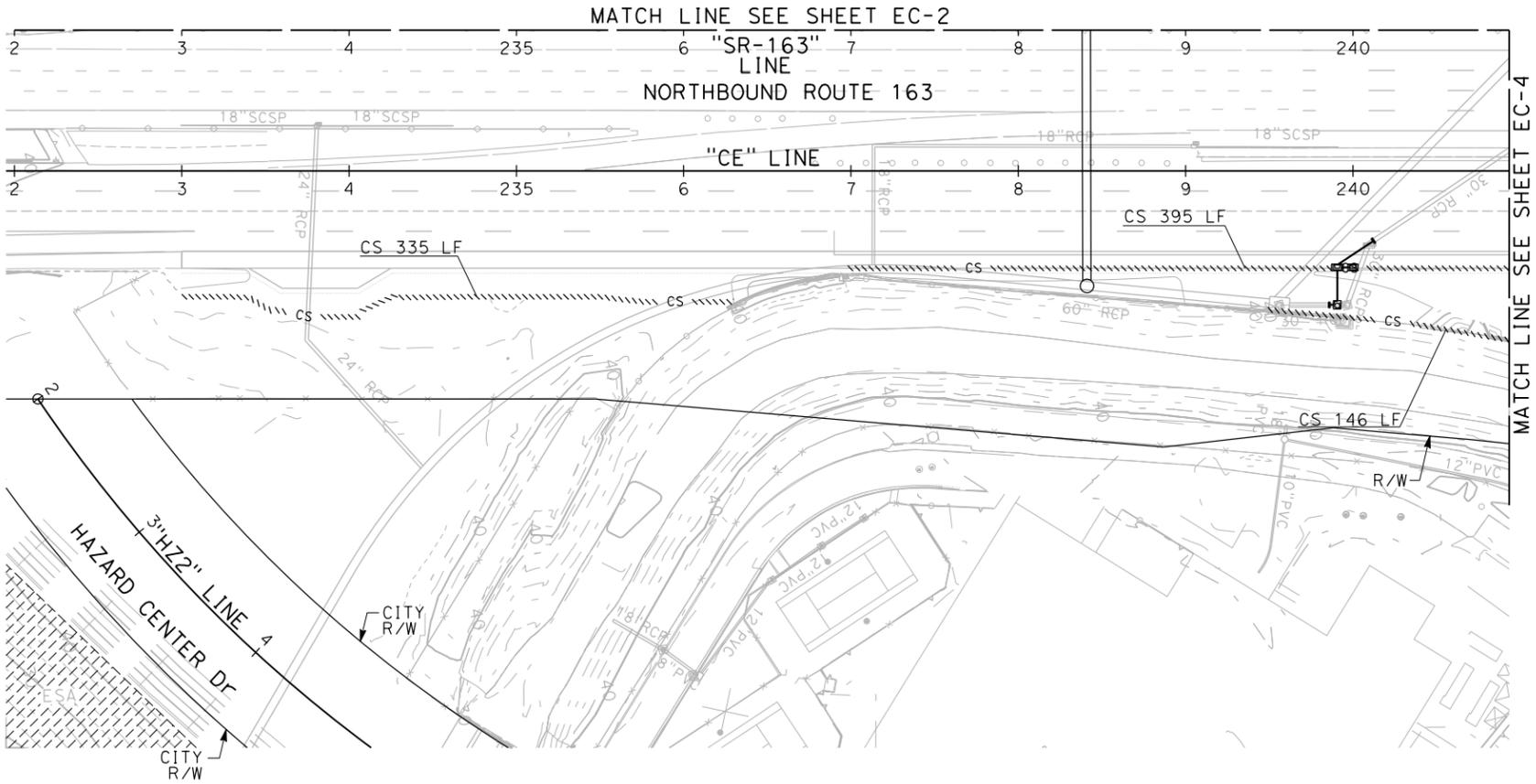
LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:33 PM

Attachment 1- Irrigation and Planting Plans

NOTE:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	455	737
			08/30/2016	REGISTERED CIVIL ENGINEER DATE	
			08-29-16	PLANS APPROVAL DATE	
DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123			CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101		



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
	CHRIS THOMAS	CHECKED BY	MATTHEW MADRIL
			NICOLE RIEGER
			DATE REVISOR

APPROVED FOR EROSION CONTROL WORK ONLY

EROSION CONTROL PLAN

EC-3

SCALE: 1" = 50'

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

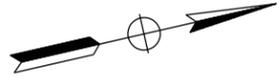
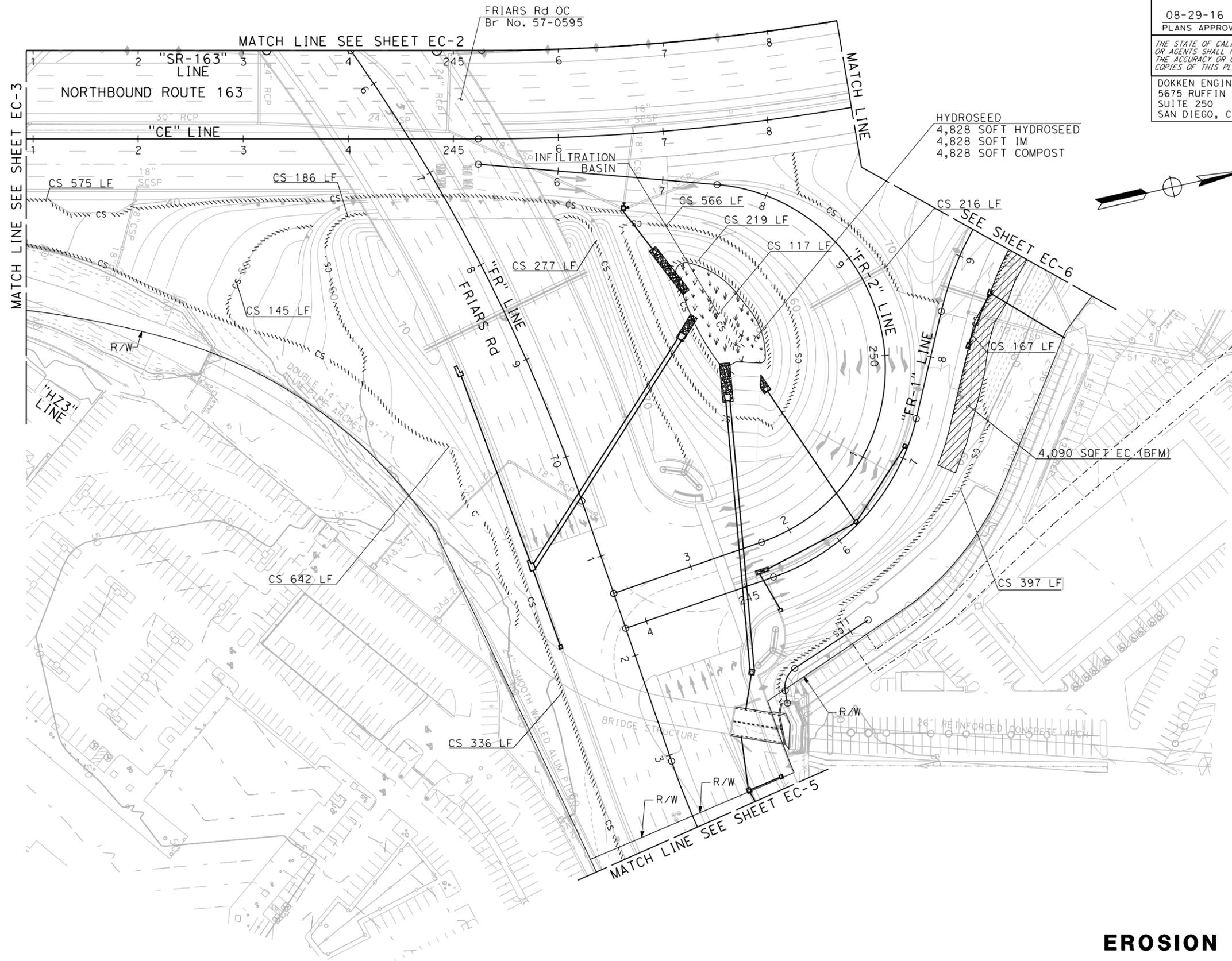
Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	456	737


 REGISTERED CIVIL ENGINEER DATE 08/30/2016
 08-29-16
 PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101
--------------------------------------------------------------------------	-----------------------------------------------------------------------



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED/DESIGNED BY	REVISOR
	CHRIS THOMAS	CHECKED BY	DATE REVISED
		MATTHEW MADRIL	
		NICOLE RIEGER	

APPROVED FOR EROSION CONTROL WORK ONLY

EROSION CONTROL PLAN
EC-4

SCALE: 1" = 50'

LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:35 PM

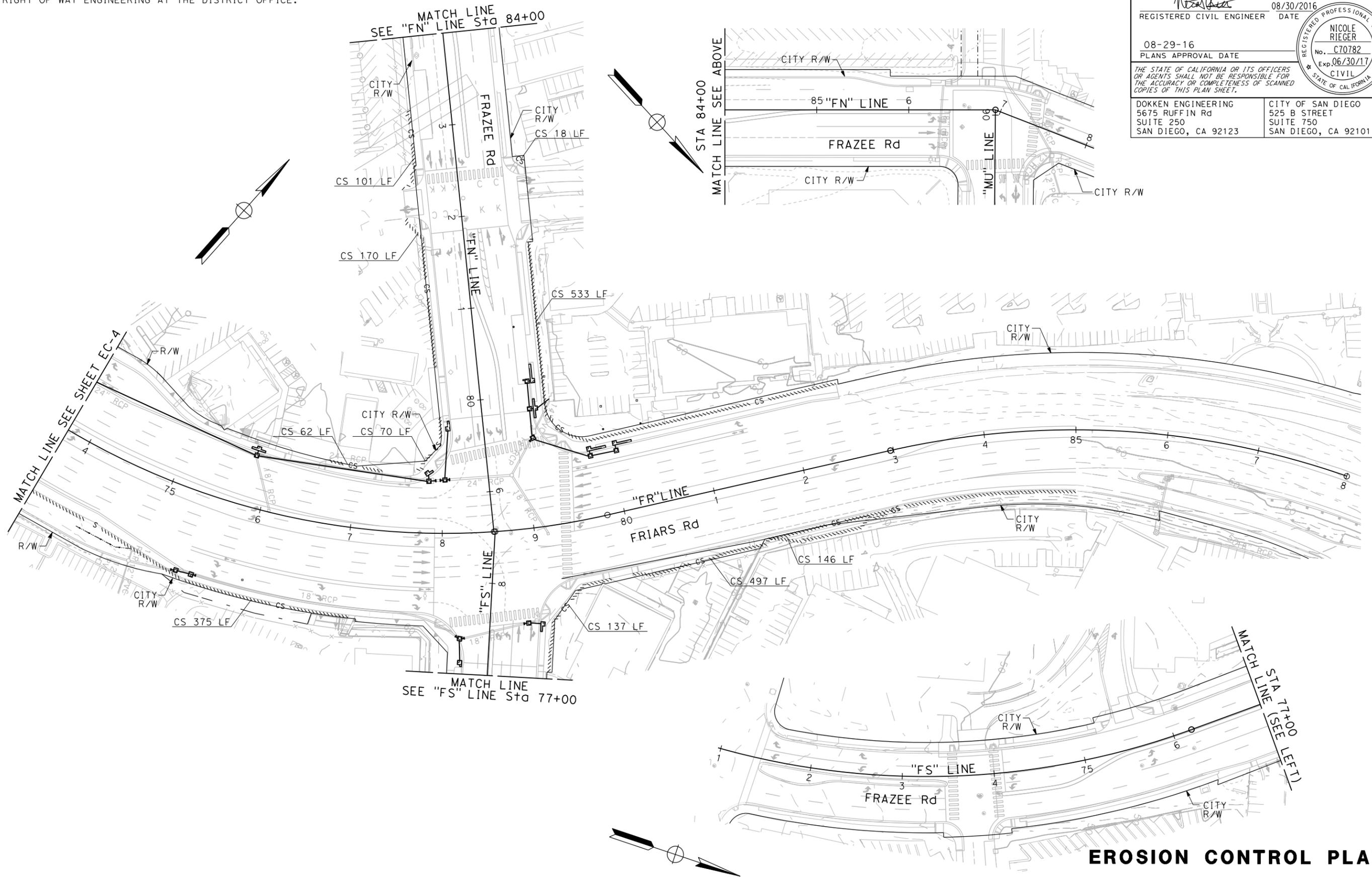
Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	457	737

<i>Nicole Rieger</i>	08/30/2016
REGISTERED CIVIL ENGINEER	DATE
08-29-16	PLANS APPROVAL DATE
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>	
DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



EROSION CONTROL PLAN

EC-5

APPROVED FOR EROSION CONTROL WORK ONLY

SCALE: 1" = 50'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
Caltrans	CHRIS THOMAS	CHECKED BY	MATTHEW MADRIL
			NICOLE RIEGER
			DATE REVISED

USERNAME => megon
DGN FILE => 1100000064te005.dgn

RELATIVE BORDER SCALE IS IN INCHES

UNIT 2763

PROJECT NUMBER & PHASE

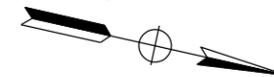
11000000641

LAST REVISION DATE PLOTTED => 2/18/2020
08-30-16 TIME PLOTTED => 12:54:37 PM

NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

Attachment 1- Irrigation and Planting Plans



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	458	737

REGISTERED CIVIL ENGINEER DATE 08/30/2016

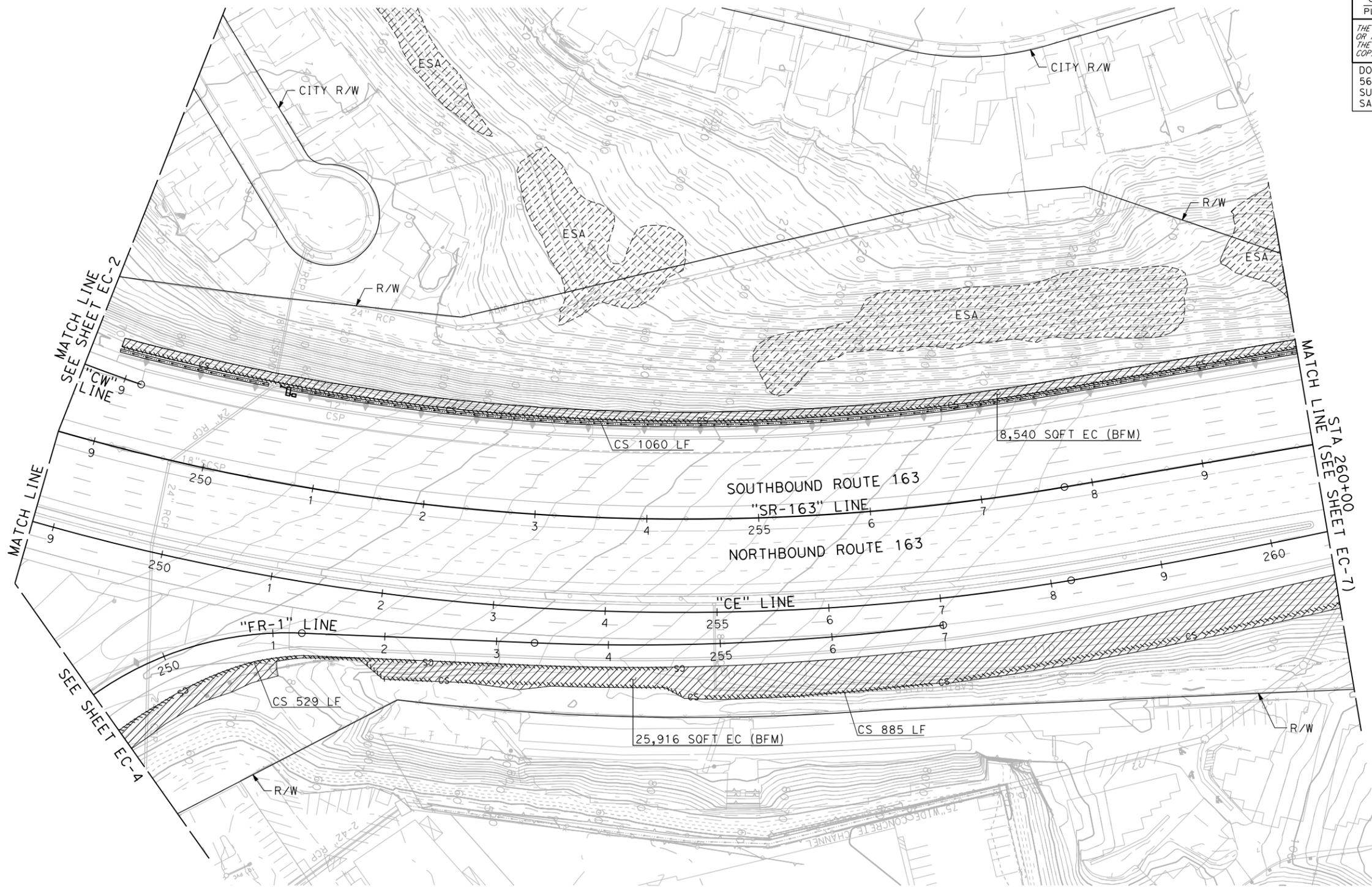
08-29-16 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

DOKKEN ENGINEERING
5675 RUFFIN Rd
SUITE 250
SAN DIEGO, CA 92123

CITY OF SAN DIEGO
525 B STREET
SUITE 750
SAN DIEGO, CA 92101

REGISTERED PROFESSIONAL ENGINEER
NICOLE RIEGER
No. C70782
Exp. 06/30/17
CIVIL
STATE OF CALIFORNIA



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
Chris Thomas	CHRIS THOMAS	CHECKED BY	MATTHEW MADRIL
			NICOLE RIEGER
			DATE REVISED



APPROVED FOR EROSION CONTROL WORK ONLY

EROSION CONTROL PLAN

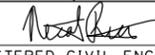
EC-6

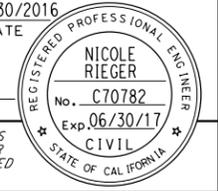
SCALE: 1" = 50'

LAST REVISION DATE PLOTTED => 2/18/2020 08-30-16 TIME PLOTTED => 12:54:38 PM

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	459	737


 REGISTERED CIVIL ENGINEER DATE 08/30/2016
 08-29-16
 PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123
 CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101

NOTE:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CHECKED BY	REVISOR	DATE
	CHRIS THOMAS	MATTHEW MADRIL	MATTHEW MADRIL	
		NICOLE RIEGER	NICOLE RIEGER	

APPROVED FOR EROSION CONTROL WORK ONLY

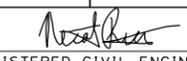
SCALE: 1" = 50'

EC-7

LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:39 PM

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	460	737

 08/30/2016
 REGISTERED CIVIL ENGINEER DATE

08-29-16
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
 NICOLE
 RIEGER
 No. C70782
 Exp. 06/30/17
 CIVIL
 STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101
--------------------------------------------------------------------------	-----------------------------------------------------------------------

EROSION CONTROL QUANTITY SUMMARY

SHEET	EROSION CONTROL (BONDED FIBER MATRIX)	HYDROSEED	COMPOST	INCORPORATE MATERIALS	COMPOST SOCK
	SOFT	SOFT	SOFT	SOFT	LF
EC-1	0	0	0	0	346
EC-2	0	0	0	0	1,245
EC-3	0	0	0	0	876
EC-4	4,090	4,828	4,828	4,828	3,843
EC-5	0	0	0	0	2,109
EC-6	34,456	0	0	0	2,474
EC-7	7,527	0	0	0	636
TOTAL	46,073	4,828	*4,828	*4,828	11,529

*FOR ADDITIONAL QUANTITIES SEE LANDSCAPE QUANTITIES.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

 CONSULTANT: FUNCTIONAL SUPERVISOR: CHRIS THOMAS
 CALCULATED/DESIGNED BY: MATTHEW MADRIL
 CHECKED BY: NICOLE RIEGER
 REVISED BY: DATE REVISED:

EROSION CONTROL QUANTITIES

ECQ-1

LAST REVISION | DATE PLOTTED => 2/18/2020
 08-30-16 | TIME PLOTTED => 12:54:39 PM

Attachment 1- Irrigation and Planting Plans

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	163	4.1/4.9	468	737

REGISTERED CIVIL ENGINEER	DATE
08/30/2016	
PLANS APPROVAL DATE	
08-29-16	

DOKKEN ENGINEERING 5675 RUFFIN Rd SUITE 250 SAN DIEGO, CA 92123	CITY OF SAN DIEGO 525 B STREET SUITE 750 SAN DIEGO, CA 92101
--------------------------------------------------------------------------	-----------------------------------------------------------------------

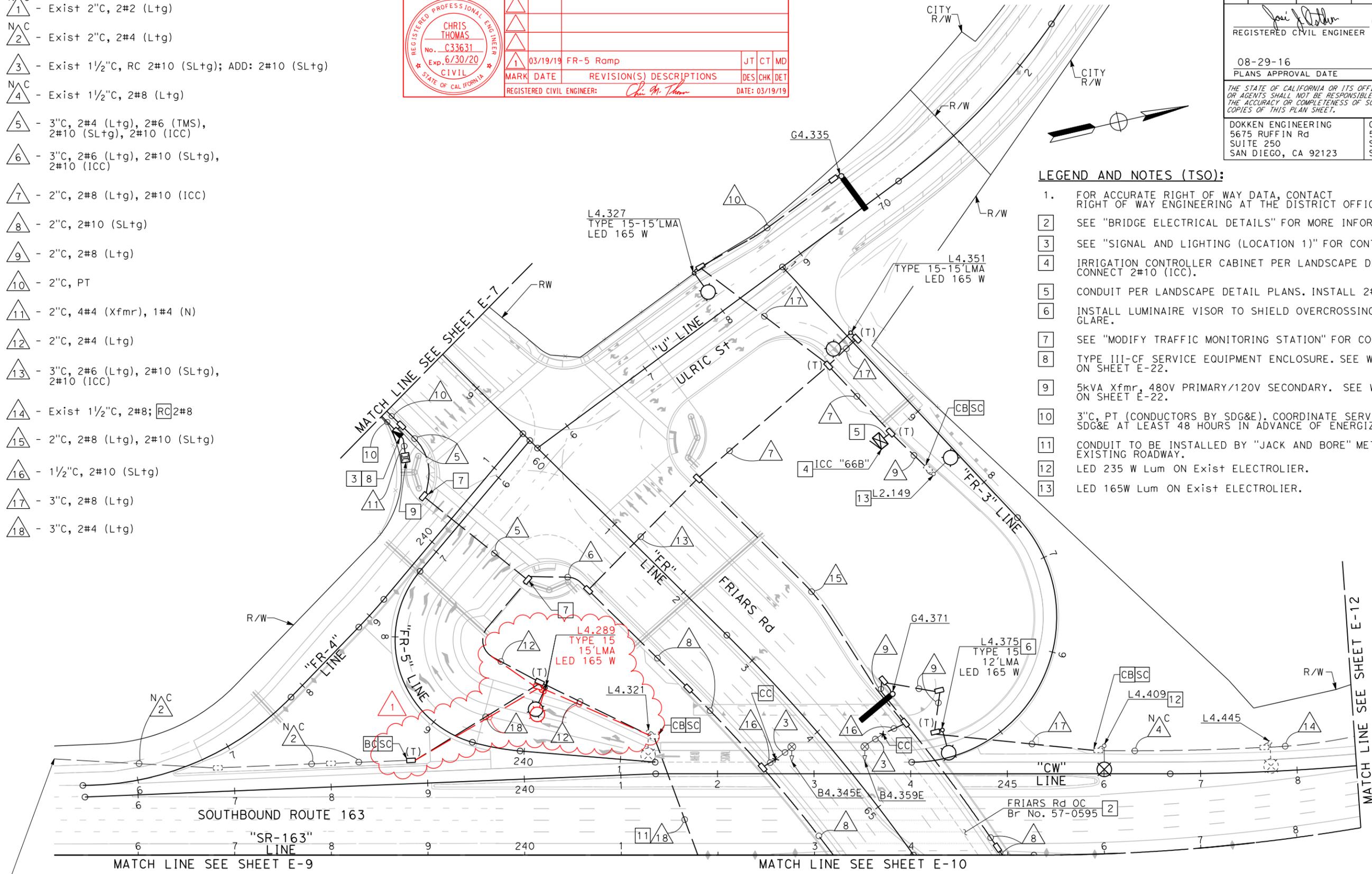
CHRIS THOMAS
No. C33631
Exp. 6/30/20
CIVIL
STATE OF CALIFORNIA

MARK	DATE	REVISION(S) DESCRIPTIONS	JT	CT	MD
1	03/19/19	FR-5 Ramp			
			DES	CHK	DET

REGISTERED CIVIL ENGINEER: *Chris M. Thomas* DATE: 03/19/19

- CONDUIT NOTES (TSO):**
- N/C 1 - Exist 2"C, 2#2 (Ltg)
 - N/C 2 - Exist 2"C, 2#4 (Ltg)
 - 3 - Exist 1 1/2"C, RC 2#10 (SLtg); ADD: 2#10 (SLtg)
 - N/C 4 - Exist 1 1/2"C, 2#8 (Ltg)
 - 5 - 3"C, 2#4 (Ltg), 2#6 (TMS), 2#10 (SLtg), 2#10 (ICC)
 - 6 - 3"C, 2#6 (Ltg), 2#10 (SLtg), 2#10 (ICC)
 - 7 - 2"C, 2#8 (Ltg), 2#10 (ICC)
 - 8 - 2"C, 2#10 (SLtg)
 - 9 - 2"C, 2#8 (Ltg)
 - 10 - 2"C, PT
 - 11 - 2"C, 4#4 (Xfmr), 1#4 (N)
 - 12 - 2"C, 2#4 (Ltg)
 - 13 - 3"C, 2#6 (Ltg), 2#10 (SLtg), 2#10 (ICC)
 - 14 - Exist 1 1/2"C, 2#8; RC2#8
 - 15 - 2"C, 2#8 (Ltg), 2#10 (SLtg)
 - 16 - 1 1/2"C, 2#10 (SLtg)
 - 17 - 3"C, 2#8 (Ltg)
 - 18 - 3"C, 2#4 (Ltg)

REVISIONS: REVISOR DATE
 MICHAEL P. GREER
 JOSE J. OSTDIEK
 CALCULATED-DRAWN BY
 CHECKED BY
 CONSULTANT SUPERVISOR
 CHAIRMAN
 DEPARTMENT OF TRANSPORTATION
 STATE OF CALIFORNIA



- LEGEND AND NOTES (TSO):**
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
 2. SEE "BRIDGE ELECTRICAL DETAILS" FOR MORE INFORMATION.
 3. SEE "SIGNAL AND LIGHTING (LOCATION 1)" FOR CONTINUATION.
 4. IRRIGATION CONTROLLER CABINET PER LANDSCAPE DETAIL PLANS. CONNECT 2#10 (ICC).
 5. CONDUIT PER LANDSCAPE DETAIL PLANS. INSTALL 2#10 (ICC).
 6. INSTALL LUMINAIRE VISOR TO SHIELD OVERCROSSING TRAFFIC FROM GLARE.
 7. SEE "MODIFY TRAFFIC MONITORING STATION" FOR CONTINUATION.
 8. TYPE III-CF SERVICE EQUIPMENT ENCLOSURE. SEE WIRING DIAGRAM ON SHEET E-22.
 9. 5kVA Xfmr, 480V PRIMARY/120V SECONDARY. SEE WIRING DIAGRAM ON SHEET E-22.
 10. 3"C, PT (CONDUCTORS BY SDG&E). COORDINATE SERVICE WITH SDG&E AT LEAST 48 HOURS IN ADVANCE OF ENERGIZING CIRCUIT.
 11. CONDUIT TO BE INSTALLED BY "JACK AND BORE" METHOD UNDER EXISTING ROADWAY.
 12. LED 235 W Lum ON Exist ELECTROLIER.
 13. LED 165W Lum ON Exist ELECTROLIER.

TO 6 ELECTROLIERS
 L4.201,
 L4.133,
 L4.049,
 L4.065,
 L4.031,
 AND 1 ILLUMINATED SIGN
 G4.099

**LIGHTING AND SIGN ILLUMINATION
 ELECTRIC SERVICE (IRRIGATION)**

APPROVED FOR ELECTRICAL WORK ONLY

SCALE: 1" = 50'

E-8

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

ITB No. 10089806-21-S LANDSCAPE MAINTENANCE AT FRIARS ROAD AND SR-163
INTERCHANGE

B. BIDDER/PROPOSER INFORMATION:

<u>Aztec Landscaping, Inc.</u>			
Legal Name		DBA	
7980 Lemon Grove Way	Lemon Grove	CA	91945
Street Address	City	State	Zip
Rafael A. Aguilar V.P, of Operations	(619) 464-3303	(619) 460-1106	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Genaro Garcia	President
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Safety	
Interest in the transaction	

Rafael A. Aguilar	V.P. of Operations
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager / Estimating	
Interest in the transaction	

Rafael C. Aguilar	Treasurer
Name	Title/Position
El Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner	
Interest in the transaction	

Ramon C. Aguilar	Secretary
Name	Title/Position
Jamul, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner	
Interest in the transaction	

Susana Michel	Financial Director
Name	Title/Position
Chula Vista, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Financial Manager/Accounts Receivable	
Interest in the transaction	

Alejandra Martinez	Accounts Payable
Name	Title/Position
El Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Accounts Payable	
Interest in the transaction	

Stephanie Ramirez Human Resource Assistant
 Name Title/Position
 Lemon Grove, California
 City and State of Residence Employer (if different than Bidder/Proposer)
 Human Resource
 Interest in the transaction

Rocio Alcalá Administrative Assistant
 Name Title/Position
 San Diego, California
 City and State of Residence Employer (if different than Bidder/Proposer)
 Preparing and submitting bids, proposals, invoices, licensing and other documents
 Interest in the transaction

Elizabeth Salazar Administrative Assistant
 Name Title/Position
 EL Cajon, California
 City and State of Residence Employer (if different than Bidder/Proposer)
 Preparing and submitting proposals and invoices
 Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 04/19/1989 State of incorporation: California

List corporation's current officers: President: Genaro Garcia
 Vice Pres: Rafael A. Aguilar
 Secretary: Ramon C. Aguilar
 Treasurer: Rafael C. Aguilar

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 04/19/1989

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? N/A

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

N/A

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: N/A

List the name, title and address of members who own ten percent (10%) or more of the company:

N/A

Partnership Date formed: _____ State of formation: N/A

List names of all firm partners:

N/A

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

N/A

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

N/A

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo Bank

Point of Contact: Tatiana Grismore

Address: 500 La Terraza Blvd. Suite 200 Escondido, CA 92025

Phone Number: (760) 432-5343

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1981004304 Year Issued: 2021

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: See Attached References

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: **See Attached References** _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

REFERENCES

- Company:** City of Chula Vista
Contact: **Quito Barajas, Open Space Inspector**
Address: 1800 Maxwell Road Chula Vista, CA. 91911
Phone No.: 619-397-6259
Email: QBarajas@ci.chula-vista.ca.us
Contract Value: \$ 4,227,120.00 per year
Contract Term: 2019 - Current
Project Name: BID NO. B27-18/19 Landscape maintenance services at Open Space Areas – 7 Groups / 1, 2, 3, 5, 6, 7 and 10
Scope of Services: Supervision, weed removal, litter removal, planter maintenance, disease and pest control, mowing, edging and trimming, pruning, post emergent' s, pre-emergent' s, fertilization of lawns, shrubs, and turf, top dressing, aerfication, maintenance of irrigation systems and irrigation of lawns. This contract is performed 100% by AZTEC resources.
- Company:** City of Lemon Grove
Contact: **Tom Bell, Public Works Superintendent**
Address: 2783 Skyline Drive, Lemon Grove, CA 91945
Phone No.: (619) 825-3810
Email: tbell@lemongrove.ca.gov
Contract Value: \$ 483,404.46
Contract Term: 2016 - Current
Project Name: Landscape maintenance services within City Lemon Grove
Scope of Services: Supervision, weed removal, litter removal, planter maintenance, disease and pest control, mowing, edging and trimming, pruning, post emergent' s, pre-emergent' s, fertilization of lawns, shrubs, and turf, top dressing, aerfication, maintenance of irrigation systems and irrigation of lawns. This contract is performed 100% by AZTEC resources.
- Company:** City of Imperial Beach
Contact: **Garth Larson, Public Works Supervisor**
Address: 825 Imperial Beach Blvd. Imperial Beach, CA. 91932
Phone No.: (619) 628-1374
Email: glarson@imperialbeachca.gov
Contract Value: \$73,920.00 / \$ 71,952.00 / \$ 62,627.00 current year
Contract Term: 2010-2014 / 2014-2019 / 2019 - Current
Project Name: Palm Avenue Landscape Maintenance Program
Scope of Services: Supervision, weed removal, litter removal, planter maintenance, disease and pest control, mowing, edging and trimming, pruning, post emergent' s, pre-emergent' s, fertilization of lawns, shrubs, and turf, top dressing, aerfication, maintenance of irrigation systems and irrigation of lawns. This contract is performed 100% by AZTEC resources.

Company: City of San Diego
Contact: James Brown, PE, Associate Project Engineer
Address: 9573 Chesapeake Drive San Diego, CA 92123

Phone No.: (858) 573-5031

Email: BrownJR@sandiego.gov

Contract Value: \$74,331.25

Contract Term: 2018 - Current

Project Name: Landscape maintenance of all areas west side and Clairemont
Mesa Blvd. Interchange

Scope of Services: Supervision, weed removal, litter removal, planter maintenance,
disease and pest control, mowing, edging and trimming, pruning,
post emergent' s, pre-emergent' s, fertilization of lawns, shrubs,
and turf, top dressing, aerification, maintenance of irrigation
systems and irrigation of lawns. This contract is performed
100% by AZTEC resources

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # N/A

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # N/A
b. Woman or Minority Owned Business Enterprise Certification # N/A
c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Bee Best Bee Removal
Address: 9461 Grossmont Summit Dr Suite G, La Mesa, CA 91941
Contact Name: Jeff Lutz Phone: (619) 464-2057 Email: beebestinc@sbcglobal.net
Contractor License No.: PR6346 DIR Registration No.: 1000014931
Sub-Contract Dollar Amount: \$ * TBD (per year) \$ * TBD (total contract term)
* see note on Attachment A page 12 of 12
Scope of work subcontractor will perform: Bee Removal

Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Atlas Environmental Inc.
Address: 9032 Olive Dr. Spring Valley, CA 91977
Contact Name: John Hamilton Phone: (619) 463-1707 Email: _____
Contractor License No.: 593660 DIR Registration No.: 1000006871
Sub-Contract Dollar Amount: \$ *TBD (per year) \$ *TBD (total contract term)
* see note on Attachment A page 12 of 12
Scope of work subcontractor will perform: Certified Arborist/Tree Pruning

Identify whether company is a subcontractor or supplier: subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

CSD ITB 10089806-21-S Landscape Maintenance at Friars Road and SR-163 Interchange
Aztec Landscaping, Inc.

CURRENT CAPACITY				
QUANTITY	ITEM NAME	MANUFACTURER	MODEL	YEAR
GENERAL LANDSCAPE /CONSTRUCTION SPECIALTY ITEMS				
1	Street Sweeper	Tymco	K582S	2010
2	350 gal. Mounted Spray tank with 18' boom	Custom	Tow-behind	2002-2008
5	200 gal. Hot Pressure Washer	Hydro-tech & Hotsy		2001, 2009
1	10 Wheeler Tractor Trailer	Western Star	8/9/1915	2018
1	Dump Truck	Freightliner	M6	2018
8	40 Yard Containers Trash Dumpster	ConFab	Swap	2017
1	24-yard Chipper Truck with swap loader frame	ConFab	Swap	2017
1	Skid steer	Caterpillar	226 D	2008
SPORTS TURF / TURF CARE EQUIPMENT				
1	16' Ground-Master	Toro	5900	2016
8	72" Rotary Mower	Exmark	Laser	2010
2	48" Rotary Mower	Exmark	Laser	2009
2	Turf Sweeper	SmithCo	SSD60	2010
1	Tractor -attachments include (fertilizer spreader, renovator, aerator, de-thacher & brush mower)	Kubota	MX5100	2009
1	Tractor	Kubota	9000 Series	2010
1	1100 Lb. PTO Driven Fertilizer Spreader	Lely		2009
1	800 Lb. PTO Driver Fertilier Spreader	Lely	Tow-behind	2004
1	Soil Spreader	Tierratopper	2 cu. yd. cap	1999
	Spike & Chain drags			
	42" Spike			
	80" Drag			
	42" Drag			
2	Walk behind Aerator	Ryan		2010
2	Tow-behind Aerator	12'	Lawnaire V	2000
1	Harrow Rake	Nor Trac	42017	2017
OPEN SPACE /FIELD MOWING / BRUSH MANAGEMENT				
1	PTO Driven tow-behind brush mower	John Deere	60"	2006
1	11' Flail Mower	Befco	132"	2010
1	48" Heavy duty Flair Mower / Alamo renovator with straight & hook knives	Alamo	SH7410301	1998
1	Agriculture Closed Cab Tractor with Alamo Broom Buzz Bar	John Deere	605 M	2014
4	Chippers	Vermeer	BC1500	2018/Newer
1	2000 Gal. Water Truck	Freightliner	M6	2006

CSD ITB 10089806-21-S Landscape Maintenance at Friars Road and SR-163 Interchange
Aztec Landscaping, Inc.

CURRENT CAPACITY				
QUANTITY	ITEM NAME	MANUFACTURER	MODEL	YEAR
	GENERAL SERVICE VEHICLES			
95	Work Trucks	Ford	F150/F350	2000- Newer
1	Econo-line Van	Ford	Van	2020
10	Transit Van	Ford	Transit	2016
2	Dump Trucks (5yd) capacity	Ford	F150	2019/2020
2	Polaris Ranger	Polaris	4WD	2008
1	Gator	John Deere	4WD	2010
9	Small Work Truck	Ford	Ranger	2004- Newer
4	EZ-Go Golfcarts - Electric			
1	Kubota UTV with Spray Tank	Kubota	UTV	2020
1	Utility Cart	Kubota	UTV Diesel	2014
	GENERAL SERVICE EQUIPMENT			
1	Seeder / Slicer	Ryan		
9	Remote Control Irrigation Remotes	Rainmaster		
190	Hand Blowers & Backpack Blowers	Red Max		
60	Backpack Sprayers	Red Max / Solo		
24	Chainsaws	Stihl		
200	Weed Whips	Red Max & Stihl		
250+	Loppers / small hand tools	Corona		
26	Trailers	Texas Trailers/Ronco		
200+	Hedge Trimmer	Stihl		
	Misc. Tools			
26	21" Recycler Mower	Toro		
8	36" Recycler Mower	Exmark		
1	48" Ride-on Mower	Toro		

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

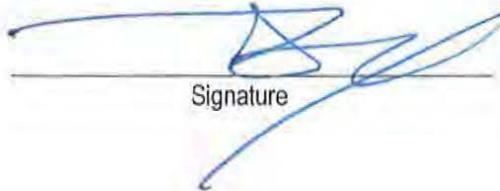
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Rafael A. Aguilar V.P. of Operations

Name and Title



Signature

June 7, 2021

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

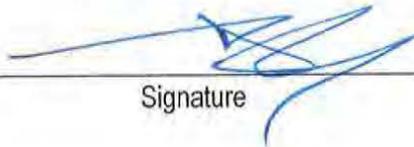
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

<p>3. Section K - Statement of Subcontractors Hudson Safe T Lite Amber Gibb (619) 441-3644 amber@hudsonsafelite.com 1215 N. Marshall Ave. El Cajon, CA 92022 License # 788289 DIR# 100004051 SLBE Certification # 11RC0312 / WBE</p> <p>4. M.B. Oliver, Inc. (DBA) - Agricultural Pest Control Bobby Oliver / boliver@agpest.com (858)538-8204 9917 Maine Ave. Lakeside, CA 92040-3107 SB(Micro) Certification ID 26893 License PR2133 / DIR# 1000016208</p> <p>5. James C Thompson Cornerstone Consulting's (760) 505-3683 jimtconerstone@gmail.com P.O. Box 721764, San Diego, CA 92172</p> <p>6. CPL Cable Pipe Leak Detection Mpecoraro@cpldetection.com Dispatch - (619) 873-1530 1483 N 2nd Street # 201 El Cajon, CA 92021 License # 860181 DIR# 1000010206</p> <p>7. Ahlee Backflow Dispatch - (619) 239-1591 jan@ahleebackflow.com 9920 Prospect Ave # 104 Santee, CA 92071 License # 516561 DIR# 1000015816</p> <p>8. SiteOne/Green Tech Darin Thompson - (919) 455-74653 Chrysler Irvine, CA 92618 License # 995244 DIR# 1000017523</p> <p>9. California Paint Experts, Inc. dba San Diego Paint Pros Dispatch - (619) 816-1944 7488 La Jolla Blvd. La Jolla, CA 92037 License # 960066 DIR # 1000440947</p> <p>10. Aztec Services, Inc. dba Aztec Arbor Care Dispatch - (800) 527-9010 7958 Lemon Grove Way, Lemon Grove, CA 91945 License # 990472 DIR # 1000062202</p> <p>Section G - Compliance Question 2: - on Request for Proposal (RFP) No. 10089550-20-L - Janitorial Maintenance Services at Gaslamp Square Public Restrooms (see attached supporting documents).</p>	<p>11. Coastal Electric Service, Inc. Dispatch - (619) 787-5044 10670 Anaheim Dr. La Mesa, CA 91941 License # 887496 DIR# 1000062065</p> <p style="text-align: center;">Please see note below for Subcontractors 1-11 on pages 9 of 12 and 12 of 12</p> <p style="font-size: small;">Note: The subcontractors listed on pages 9 of 12 and Attachment A will only be used should the City of San Diego require their specific expertise which fall out of the routine landscape maintenance and to be billed as extraordinary labor during the contract period for ITB 10089806-21-S. Aztec will not use subcontractor listed to perform routine landscape service.</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Rafael A. Aguilar, V.P. of Operations

Print Name, Title



Signature

June 7, 2021

Date

April 8, 2020

Sent via US Mail and Email to: marcy@azteclandscaping.com

Marcy Grismer, V.P. of Operations
Aztec Landscaping, Inc. (dba Aztec Janitorial Service)
7980 Lemon Grove Way
Lemon Grove, CA, 91945

Subject: Request for Proposal (RFP) No. 10089550-20-L, Janitorial Maintenance Service at Gaslamp Square Public Restrooms

Dear Ms. Grismer,

Thank you for the submittal of a proposal from Aztec Landscaping, Inc., dba Aztec Janitorial Service (Proposer) in response to the above-referenced RFP. Pursuant to section 22.3004(a), (b) and (f) of the San Diego Municipal Code (SDMC), the City rejects the submittal of Proposer and determines that Proposer is not responsible. The determination Proposer is not responsible is based on Proposer's response in the Contractor Standards Pledge of Compliance form, signed under penalty of perjury, submitted by Proposer in response to the RFP, as follows:

1. Contractor Standards Pledge of Compliance, Section J, Wage Compliance.

Proposer (see Attachment 1), responded "No" to page 8 of 12, Section J, Wage Compliance (see Attachment 2) which states, in part, "In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state, or local prevailing, minimum, or living wage laws?"

Proposer's response is inaccurate. City's records demonstrate that Aztec Landscaping, Inc. paid \$16.42 in back wages due to failure to pay covered employees applicable Living Wage Ordinance rates (see Attachment 3, Living Wage Ordinance Compliance Review #R16-01-A Findings and Recommendations letter dated December 28, 2015). Therefore, Proposer provided an inaccurate response to this question and is thereby determined as not responsible.

Pursuant to SDMC section 22.3017(b), you may contest the City's determination that

Ms. Grismer
April 8, 2020

Proposer is not responsible, as further set forth in such section.

Thank you for your interest in doing business with the City. We encourage you to keep apprised of future procurement opportunities.

Sincerely,



Kristina Peralta
Director, Purchasing & Contracting

Attachments:

Attachment 1 – Contract Signature Page

Attachment 2 – Contractor Standards Pledge of Compliance, page 1 and page 8

Attachment 3 – Letter dated December 28, 2015, Living Wage Ordinance

Compliance Review #R16-01A Findings and Recommendations

cc: Angela Errico, Program Manager, Purchasing & Contracting
Lisa Hoffmann, Sr. Procurement Contracting Officer, Purchasing & Contracting
Hilda Mendoza, Deputy City Attorney, Office of the City Attorney
Sandra Vazquez, Supervising Procurement Contracting Officer, Purchasing & Contracting



THE CITY OF SAN DIEGO

December 28, 2015

Ms. Susana Michel, Finance Manager
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

Dear Ms. Michel:

Subject: Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

The Living Wage Program has completed a review of your firm's compliance with the Living Wage Ordinance requirements. A summary report of the findings and recommendations is attached; a LWO violation was found. A total of \$16.42 was recovered for covered employees.

Before this office can close out your review, we require your written response within 30 days acknowledging your firm's receipt of this review and intent to comply with the included recommendations (an e-mail message is sufficient).

Thank you for your cooperation during this review. If you have any questions, I'm available at (619) 236-6172 or by email at MAlano@sandiego.gov.

Sincerely,

Michele Alano
Senior Compliance Officer

Attachment: LWO Compliance Review Report #R16-01A for Aztec Landscaping, Inc.

cc: Nora Nugent, Living Wage Manager, Purchasing & Contracting Department
Chris Moore, Procurement Specialist, Purchasing & Contracting Department
Mark Jennings, Associate Planner, Park & Recreation Department
Joe Storniolo, Grounds Maintenance Manager, Park & Recreation Department
Mike Poston, Grounds Maintenance Supervisor, Park & Recreation Department
Steve Haupt, District Manager, Park & Recreation Department
Ray Garcia, District Manager, Park & Recreation Department
Carlos Rios, Area Manager, Park & Recreation Department
Cathy Lawler, Area Manager, Park & Recreation Department
John Tully, Grounds Maintenance Manager, Park & Recreation Department
Manny Aranda, Grounds Maintenance Manager, Park & Recreation Department
Sarah Erazo, Area Manager, Park & Recreation Department



LIVING WAGE ORDINANCE COMPLIANCE REVIEW REPORT

REPORT NUMBER

#R16-01A

DATE

December 28, 2015

SUBJECT FIRM

Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

PREVIOUS REVIEWS

#R14-004 No violations
#R09-011 \$23,359.34 Reimbursed to City

REPORTING GROUP

Living Wage Program
Purchasing & Contracting Department, City of San Diego
Senior Compliance Officer, Michele Alano, 619-236-6172

AUTHORITY

Living Wage Ordinance San Diego Municipal Code [SDMC] §22.4235(a)

OBJECTIVE

Determine compliance with LWO requirements under San Diego Municipal Code Chapter 2, Article 2, Division 42

CONTRACT DESCRIPTION

<u>Contract #</u>	<u>Bid #</u>	<u>Contract Title</u>
4500052879	—	Landscape Maint Rolando and Wabash parks
4500054883	—	Landscape Maint of Carmel Del Mar Park
4500055772	—	Landscape Maint Parkside Neighborhood Park
4500060154	—	Landscaping Services-Coral Gate MAD
4500063396	—	Landscape Maint Ashley Falls Neigh Park
4600000257	9964-10-Q	Landscape Maint for SR-163 Interchange
4600000269	9948-10-Q	Landscape Maintenance of Stonebridge
4600000270	9943-10-Q	Landscape Maintenance of Howard Lane Parks
4600000364	9968-11-Q	Landscape Maintenance of Dusty Rhodes
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Park
4600000675	9984-11-Q	Landscape Maintenance Gateway Ctr E MAD
4600000918	10016536-12W	Landscape Maintenance of Four Parks
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Ctr MAD

LWO Compliance Review Report #R16-01A
Aztec Landscaping, Inc.
December 28, 2015

4600001449	10025899-12W	Landscape Maint for Open Space St. Medium
4600001548	10025238-13W	Landscape Maintenance of Desig Medians
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo
4600001602	10024288-13W	Landscape Maintenance for Mira Mesa MAD
4600002168	10051852-15A	Brush Management Services

CONTRACT AMOUNT

\$5,700,000 (approximate)

CONTRACT TERM

Varies

REVIEW PERIOD

July1, 2014, through June 30, 2015

VIOLATIONS

SDMC section 22.4220(a): Failure to pay covered employees LWO rates.

BACK WAGES PAID

\$16.42

BACKGROUND

The Living Wage Program is responsible to monitor applicable service contracts for compliance with the Living Wage Ordinance [LWO]. Aztec Landscaping, Inc. [Aztec] had nineteen service contracts with LWO requirements at the initiation of the LWO Compliance Review. The subject contracts provide landscaping and brush management services for various City department throughout the City of San Diego. The contracts were reviewed to determine compliance with the Living Wage Ordinance.

REVIEW ACTIONS

During the course of this Compliance Review, records were requested to determine whether correct LWO rates were paid, applicable compensated leave time granted and notifications provided to covered employees. Copies of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, were also requested. Interviews were conducted with one City Contract Administrator, two Aztec employees, and Aztec's Finance Manager, Comptroller and HR Assistant.

SUMMARY

Aztec is required to meet Living Wage Ordinance requirements, including payment of specified wages and benefits. The review period for this compliance review was for one year of activity from July 1, 2014, to June 30, 2015. Aztec has the most LWO contracts of any covered contractor with the City of San Diego and it has gone through two prior LWO Compliance Reviews.

Aztec was very helpful in providing all the requested documentation and was required to pay \$16.42 to four covered employees for benefits due.

FINDINGS AND RECOMMENDATIONS

Wages & Benefits. Aztec provided copies of covered employees' pay statements, compensated leave time records, a copy of its compensated leave policy and copies of CA Employment Development Department Tax Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, for the four quarters under review.

Recommendation: While the violation identified in the failure to pay the benefits earned to all employees is very small compared to the number of contracts and overall payroll, it has been recommended that Aztec Landscaping implement robust policies and procedures to ensure all employees receive the proper benefits.

Compensated Leave Time. Aztec developed a comprehensive spreadsheet to track compensated leave for all employees. This spreadsheet is updated every payday to ensure all hours accrued and paid.

Recommendation: Aztec must continue to track accrued and paid compensated leave time for all covered employees for all hours accrued and paid.

Notification. The Living Wage Ordinance requires firms to notify covered employees of their rights under the ordinance and to advise them of their LWO rights, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the *Earned Income Tax Credit* (EITC) [SDMC section 22.4225(b)].

Aztec provides all notifications to employees upon hire and every July 1, as required by the LWO and provided signed statements from covered employees that they had received all the required notifications. Employees interviewed also confirmed receipt of all notifications and were aware of all their rights under the LWO.

Recommendation: Aztec must continue to distribute to covered employees the *LWO Notice to Employees, Affordable Care Act*, and *Earned Income Tax Credit* at time of hire and every July 1 as required by the Ordinance.

Complete information about the LWO along with current wage rates, forms and notices can be found posted on the City's website: www.sandiego.gov/purchasing/programs/livingwage/

LWO Compliance Review Report #R16-01A
Aztec Landscaping, Inc.
December 28, 2015

FIRM'S RESPONSE

A written response to this Living Wage Ordinance Compliance Review acknowledging the firm's receipt of this review and intent to comply with above recommendations is due from Aztec within 30 days from the date of this report. (Firm may respond in an email to *M Alano@sandiego.gov*.)

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
	None				

Contractor Name: Aztec Landscaping, Inc.

Certified By Rafael A. Aguilar Title V.P. of Operations



 Name

 Signature

Date June 7, 2021

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Aztec Landscaping, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 7980 Lemon Grove Way

City: Lemon Grove County: San Diego State: California Zip: 91945

Telephone Number: 619-464-3303 Fax Number: 619-460-1106

Name of Company CEO: Genaro Garcia; President

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: same as above

City: same as above County: same as above State: same as above Zip: same

Telephone Number: 619-464-3303 ext. 104 Fax Number: 619-460-1106 Email: ggarcia@azteclandscaping.co

Type of Business: Landscape, Janitorial, Power Washing Type of License: B C27 C61/D49 C61/D38

The Company has appointed: Stephanie Ramirez

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 7980 Lemon Grove Way, Lemon Grove, CA 91945

Telephone Number: 619-464-3303 ext.107 Fax Number: 619-460-1106 Email: hr@azteclandscaping.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Aztec Landscaping, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 07 day of June, 2021

(Authorized Signature)

Rafael A. Aguilar

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Aztec Landscaping, Inc. DATE: June 7, 2021

OFFICE(S) or BRANCH(ES): 7980 Lemon Grove Way COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3	2										
Professional														
A&E, Science, Computer														
Technical														
Sales			10	3							1			
Administrative Support			2	5										
Services			13	24										
Crafts														
Operative Workers			1	0										
Transportation														
Laborers*			247	5										

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			276	39							1			
--------------------	--	--	-----	----	--	--	--	--	--	--	---	--	--	--

Grand Total All Employees 316

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Aztec Landscaping, Inc.

DATE: June 7, 2021

OFFICE(S) or BRANCH(ES): 7980 Lemon Grove Way

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---------------------------------------------------------|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Aztec Landscaping, Inc.
 Company Address: 7980 Lemon Grove Way, Lemon Grove, CA 91945
 Company Contact Name: Stephanie Ramirez Contact Phone: 619-464-3303 ext.107

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089806-21-S Start Date: TBD
 Contract Title (or description): ^{(ITB) FOR LANDSCAPE MAINTENANCE AT FRAIRS ROAD AND SR-163} INTERCHANGE End Date: TBD
 Purpose/Service Provided: Landscape Maintenance

TERMS OF COMPLIANCE

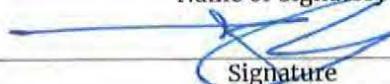
A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Rafael A. Aguilar
 Name of Signatory

 Signature

V.P. of Operations
 Title of Signatory
 June 7, 2021
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000007145	AZTEC LANDSCAPING, INC.	7/1/2020	6/30/2022	Active	7980 LEMON GROVE WAY LEMON GROVE United States of America 91945		Landscape,Laborer
1000007145	AZTEC LANDSCAPING, INC.	7/1/2020	6/30/2022	Active	7980 LEMON GROVE WAY LEMON GROVE United States of America 91945	Aztec Janitorial Service	



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **642504**

Entity **CORP**

Business Name **AZTEC LANDSCAPING INC**

Classification(s) **B C27 C61/D49 C61/D38**

Expiration Date **04/30/2022**

www.cslb.ca.gov





DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAC

QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: 92975
Categories: B

EXPIRES: 12/31/2021
Issued: 1/1/2020

JAIME ROCHA
4171 FRANKLIN AVE
SAN DIEGO, CA 92113



This License must be shown to any representative of the Director or Commissioner upon request.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2021
EXPIRES: December 31, 2022

Pest Control Business - Main
LICENSE
LICENSE NO. 30311

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WY
LEMON GROVE, CA 91945

Business Location

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WAY
LEMON GROVE, CA 92045

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE



LICENSE #: 74624

EXPIRES: 12/31/2021

Categories: ABCDEFG

Issued: 1/1/2020

JAMES C THOMPSON JR

PO BOX 721764

SAN DIEGO, CA, 92172



This License must be shown to any representative of the Director or Commissioner upon request.

This License is issued to the person named to act as an agricultural Pest Control Adviser pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card.

***SIGNATURE**

License Categories

- | | |
|------------------------------------------|----------------------------|
| A. Insect, Mite, and other invertebrates | E. Weeds |
| B. Plant Pathogens | F. Defoliation |
| C. Nematodes | G. Plant Growth Regulators |
| D. Vertebrate Pest | |



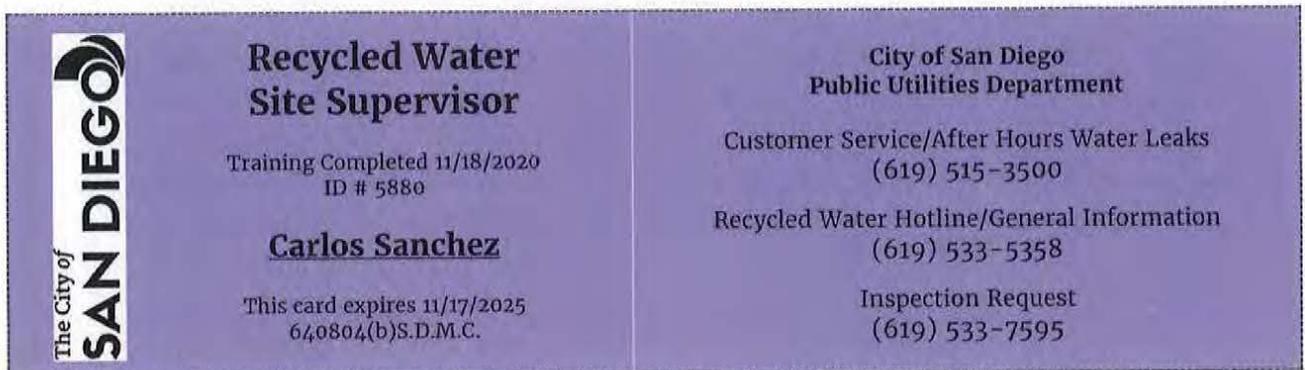
Public Utilities Department

Date: 12/1/2020

Carlos Sanchez

Thank you for attending the Recycled Water Site Supervisor Certification Webinar on November 18, 2020.

Below is your Recycled Water Site Supervisor card. Please cut out the card, fold it from the middle and keep it in your wallet.



Thank you,

Farzin Aram

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

1/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name	RANGER PRO® HERBICIDE
Product code (UVP)	86775093
SDS Number	102000037601
EPA Registration No.	524-517

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	Herbicide
Restrictions on use	See product label for restrictions.
Information on supplier	
Supplier	Bayer Environmental Science A division of Bayer CropScience LP 500 Centregreen Way, Suite 400 Cary, NC 27513 USA
Responsible Department	Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.	
Emergency Telephone Number (24hr/ 7 days)	1-800-334-7577
Product Information Telephone Number	1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200
Acute toxicity(Inhalation): Category 4

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements
Harmful if inhaled.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

2/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Precautionary statements

Avoid breathing mist/ vapours/ spray.
Use only outdoors or in a well-ventilated area.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Isopropylamine salt of glyphosate	38641-94-0	41.0
Surfactant blend (proprietary)		>=5.0 – <=10.0

The specific chemical identity and/or concentration range is being withheld because it is trade secret information.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with plenty of water for at least 15 minutes. Take off contaminated clothing and shoes immediately. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms	To date no symptoms are known.
Indication of any immediate medical attention and special treatment needed	
Risks	This product is not a cholinesterase inhibitor.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

3/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Treatment Treatment with atropine and oximes is not indicated. Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

Unsuitable High volume water jet

Special hazards arising from the substance or mixture In the event of fire the following may be released: Carbon monoxide (CO), Carbon dioxide (CO₂), Nitrogen oxides (NO_x), Oxides of phosphorus

Advice for firefighters

Special protective equipment for firefighters In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing. Equipment should be thoroughly decontaminated after use.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point does not flash

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity Not explosive

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Use personal protective equipment. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Keep in suitable, closed containers for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

4/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Additional advice	Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.
Reference to other sections	Information regarding safe handling, see section 7. Information regarding personal protective equipment, see section 8. Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing. Keep working clothes separately. Garments that cannot be cleaned must be destroyed (burnt).

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in a place accessible by authorized persons only. Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode. Protect from freezing. Partial crystallization may occur on prolonged storage below the minimum storage temperature. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No known occupational limit values.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

5/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Hand protection	Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber or Viton) Wash gloves when contaminated. Dispose of when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.
Eye protection	Use tightly sealed goggles and face protection.
Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Form	Liquid, clear
Colour	light yellow to amber
Odour	sweet
Odour Threshold	No data available
pH	4.4 - 5.0 (8 %) (23 °C) (deionized water)
Melting point/range	No data available
Boiling Point	No data available
Flash point	does not flash
Flammability	No data available
Auto-ignition temperature	No data available
Minimum ignition energy	Not applicable
Self-accelerating decomposition temperature (SADT)	No data available
Upper explosion limit	Not applicable
Lower explosion limit	Not applicable
Vapour pressure	No significant volatility.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

6/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Evaporation rate	No data available
Relative vapour density	No data available
Relative density	1.162 (20 °C)
Density	1.17 g/cm ³ (20 °C)
Water solubility	completely miscible
Partition coefficient: n-octanol/water	Glyphosate: log Pow: -3.2
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Oxidizing properties	No data available
Explosivity	Not explosive
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Stable under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	Galvanised steel, Unlined mild steel
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Skin contact, Eye contact, Inhalation
Immediate Effects	
Eye	May cause eye irritation.
Skin	Not expected to produce significant adverse effects when recommended use instructions are followed.
Ingestion	Not expected to produce significant adverse effects when recommended use instructions are followed.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

7/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Inhalation	May be harmful if inhaled.
Information on toxicological effects	
Acute oral toxicity	LD50 (Rat) 5,108 mg/kg Test conducted with a similar formulation.
Acute inhalation toxicity	LC50 (Rat) 2.9 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. Test conducted with a similar formulation.
Acute dermal toxicity	LD50 (Rat) > 5,000 mg/kg Test conducted with a similar formulation. No deaths
Skin corrosion/irritation	No skin irritation (Rabbit) Test conducted with a similar formulation.
Serious eye damage/eye irritation	Slight irritant effect - does not require labelling. (Rabbit) Test conducted with a similar formulation.
Respiratory or skin sensitisation	Skin: Non-sensitizing. (Guinea pig) OECD Test Guideline 406, Buehler test Test conducted with a similar formulation.

Assessment STOT Specific target organ toxicity – single exposure

Glyphosate: Based on available data, the classification criteria are not met.

Assessment STOT Specific target organ toxicity – repeated exposure

Glyphosate did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Glyphosate was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Glyphosate was not carcinogenic in lifetime feeding studies in rats and mice.
Important comment to IARC Listing: Our expert opinion is that classification as a carcinogen is not warranted.

ACGIH

None.

NTP

None.

IARC

Isopropylamine salt of glyphosate 38641-94-0 Overall evaluation: 2A

OSHA

None.

Assessment toxicity to reproduction

Glyphosate did not cause reproductive toxicity in a two-generation study in rats.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

8/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

Assessment developmental toxicity

Glyphosate did not cause developmental toxicity in rats and rabbits.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

The toxicological data refer to a similar formulation.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Oncorhynchus mykiss (rainbow trout)) 5.4 mg/l static test; Exposure time: 96 h Test conducted with a similar formulation.
Chronic toxicity to fish	Oncorhynchus mykiss (rainbow trout) flow-through test NOEC: \geq 9.63 mg/l The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)) 11 mg/l static test; Exposure time: 48 h Test conducted with a similar formulation.
Chronic toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)): 12.5 mg/l Exposure time: 21 d The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic plants	EbC50 (Raphidocelis subcapitata (freshwater green alga)) 12.4 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation. NOEC (Raphidocelis subcapitata (freshwater green alga)) 6.3 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation.
Biodegradability	Glyphosate: Not rapidly biodegradable
Koc	Glyphosate: Koc: 6920
Bioaccumulation	Glyphosate: Does not bioaccumulate.
Mobility in soil	Glyphosate: Immobile in soil
Results of PBT and vPvB assessment	
PBT and vPvB assessment	Glyphosate: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Additional ecological	No further ecological information is available.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

9/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

information

Environmental precautions Apply this product as specified on the label.
Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.
Retain and dispose of contaminated wash water.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product It is best to use all of the product in accordance with label directions. If it is necessary to dispose of unused product, please follow container label instructions and applicable local guidelines.
Do not contaminate water, food, or feed by disposal.
Follow all local/regional/national/international regulations.

Contaminated packaging Follow advice on product label and/or leaflet.
Do not re-use empty containers.
Triple rinse containers.
Puncture container to avoid re-use.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.

RCRA Information Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

According to national and international transport regulations this material is not classified as dangerous goods / hazardous material.

Freight Classification: COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 524-517

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

10/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

US Federal Regulations

TSCA list

Water 7732-18-5
Polyethylene glycol 25322-68-3

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Polyethylene glycol 25322-68-3 MN

Environmental

CERCLA

None.

Clean Water Section 307(a)(1)

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Causes eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

11/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 2 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: New Safety Data Sheet.

Revision Date: 08/06/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

Safety Data Sheet

LESCO TRACKER SI DYE BLUE

Safety Data Sheet dated: 5/23/2015 - version 2

Date of first edition: 5/13/2015

1. IDENTIFICATION

Product identifier

Mixture identification:

Trade name: LESCO TRACKER SI DYE BLUE

Other means of identification:

Trade code: A62251400

Recommended use of the chemical and restrictions on use

Recommended use: Industrial color additive

Restrictions on use: Not Available

Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

Sensient Colors LLC
2515 N. Jefferson
63106 St. Louis, MO (USA)

Phone: 1 800-325-8110

Outside US: 1-703-527-3887

CHEMTREC Administrative Office Telephone Number 1-800-262-8200

2. HAZARD(S) IDENTIFICATION

This mixture has not been tested as a whole. It contains ingredients that could present a health hazard to employees, as outlined below.

Classification of the chemical

Classification of the chemical

0 The product is not classified as dangerous according to OSHA Hazard Communication Standard (29 CFR 1910.1200).

Label elements

The product is not classified as dangerous according to OSHA Hazard Communication Standard (29 CFR 1910.1200).

Ingredient(s) with unknown acute toxicity:

None

Hazards not otherwise classified identified during the classification process:

None

NIOSH has reported the occurrence of severe lung disease in some workers who make or use flavorings. According to the December 2003 NIOSH Report, the main respiratory symptoms experienced by workers affected by fixed airways obstruction include cough (usually without phlegm) and shortness of breath on exertion. NIOSH further reports that some workers may experience fever, night sweats, and weight loss.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substances

Not Available

Mixtures

Hazardous components within the meaning of 29 CFR 1910.1200 and related classification are as follows. The identify of one or more individual components of this mixture and/or the exact percentage concentrations of disclosed components of this mixture are considered proprietary information and are being withheld as trade secret information pursuant to 29 CFR 1910.1200(i).

None

4. FIRST AID MEASURES

Description of first aid measures

In case of skin contact:

Wash with plenty of water and soap.

In case of eyes contact:

Wash immediately with water.

In case of Ingestion:

Do not induce vomiting, get medical attention showing the SDS and label hazardous.

In case of Inhalation:

Remove casualty to fresh air and keep warm and at rest.

Most important symptoms/effects, acute and delayed

Not Available

Indication of any immediate medical attention and special treatment needed

5. FIRE-FIGHTING MEASURES

Extinguishing media

Suitable extinguishing media:

Water.
Carbon dioxide (CO₂).

Unsuitable extinguishing media:

None in particular.

Specific hazards arising from the chemical

Do not inhale explosion or combustion gases.
Burning produces heavy smoke.
Hazardous combustion products: Not Available
Explosive properties: Not Available
Oxidizing properties: Not Available

Special protective equipment and precautions for fire-fighters

Use suitable breathing apparatus .
Collect contaminated fire extinguishing water. Do not discharge into drains.
Move undamaged containers from immediate hazard area but only if it can be done safely.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Wear personal protection equipment.
Remove persons to safety.
See protective measures under point 7 and 8.

Methods and material for containment and cleaning up

Suitable material for taking up: absorbing material, organic, sand
Wash with plenty of water.

7. HANDLING AND STORAGE

Precautions for safe handling

Avoid contact with skin and eyes, inhalation of vapours and mists.
Do not eat or drink while working.
See also section 8 for recommended protective equipment.

Conditions for safe storage, including any incompatibilities

Storage temperature: Not Available

Incompatible materials:

None in particular.

Instructions regarding storage premises:

Adequately ventilated premises.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No Data Available

Appropriate engineering controls: Not Available

Individual protection measures

Eye protection:

Not needed for normal use. Anyway, operate according good working practices.

Protection for skin:

No special precaution must be adopted for normal use.

Protection for hands:

Not needed for normal use.

Respiratory protection:

Control worker exposure to below detectable levels. However, if an effective ventilation system is not in use, use a NIOSH-approved respirator for organic vapors and/or dusts. Where appropriate, use closed systems to transfer and process this material. If appropriate, isolate mixing rooms and other areas where this material is used or openly handled. Maintain these areas under negative air pressure relative to the rest of the plant. Use local exhaust as required to capture all airborne vapors and dust. If necessary, use an experienced air-sampling expert to identify and measure volatile chemicals that could be present in the workplace air to determine potential exposures and to ensure the continuing effectiveness of engineering controls and operation practices to minimize exposure. If necessary, implement pre-placement and regularly scheduled ascertainment of symptoms and spirometry testing of lung function for workers who are regularly exposed to this material.

Additional Information:

In December 2003, the National Institute for Occupational Safety and Health (NIOSH) published an Alert on preventing lung disease in workers who use or make flavorings. NIOSH Publication Number 2004-110. In August 2004, the United States Flavor and Extract Manufacturers Association (FEMA) issued a report entitled, "Respiratory Safety in the Flavoring Manufacturing Workplace". Both of these documents provide recommendations for reducing employee exposure and for medical surveillance in the workplace. The recommendations in these documents are generally applicable to the use of any chemical in the workplace and you are strongly urged to review both of these documents.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical State: Liquid
Appearance and colour: Liquid,
Odour: Not Available
Odour threshold: Not Available
pH: 6.00
Melting point / freezing point: Not Available
Initial boiling point and boiling range: Not Available
Flash point: Not Available
Evaporation rate: Not Available
Upper/lower flammability or explosive limits: Not Available
Vapour density: Not Available
Vapour pressure: Not Available
Relative density: Not Available
Solubility in water: Not Available
Solubility in oil: Not Available
Partition coefficient (n-octanol/water): Not Available
Auto-ignition temperature: Not Available
Decomposition temperature: Not Available
Viscosity: Not Available
Explosive properties: Not Available
Oxidizing properties: Not Available
Solid/gas flammability: Not Available

Other information

Substance Groups relevant properties Not Available
Miscibility: Not Available
Fat Solubility: Not Available
Conductivity: Not Available

10. STABILITY AND REACTIVITY

Reactivity

Stable under normal conditions

Chemical stability

Data not Available.

Possibility of hazardous reactions

None.

Conditions to avoid

Stable under normal conditions.

Incompatible materials

None in particular.

Hazardous decomposition products

None.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Toxicological information of the product: No Data Available

Substance(s) listed on the IARC Monographs:

None

Substance(s) listed as OSHA Carcinogen(s):

None

Substance(s) listed as NIOSH Carcinogen(s):

None

Substance(s) listed on the NTP report on Carcinogens:

None

12. ECOLOGICAL INFORMATION

Toxicity

Adopt good working practices, so that the product is not released into the environment.

Persistence and degradability

Not Available

Bioaccumulative potential

Not Available

Mobility in soil

Not Available

Other adverse effects

Not Available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Recover if possible. In so doing, comply with the local and national regulations currently in force.

14. TRANSPORT INFORMATION

UN number

ADR-UN number: N/A

DOT-UN Number: N/A

IATA-Un number: N/A

IMDG-Un number: N/A

UN proper shipping name

ADR-Shipping Name: N/A

DOT Proper Shipping Name: N/A

IATA-Technical name: N/A

IMDG-Technical name: N/A

Transport hazard class(es)

ADR-Class: N/A

DOT Hazard Class: N/A

IATA-Class: N/A

IMDG-Class: N/A

Packing group

ADR-Packing Group: N/A

ADR exempt: N/A

IATA-Packing group: N/A

IMDG-Packing group: N/A

Environmental hazards

Marine pollutant: No

Environmental Pollutant: Not Available

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

Not Available

Special precautions

Department of Transportation (DOT):

DOT-Special Provision(s): N/A

DOT Label(s): N/A

DOT Symbol: N/A

DOT Cargo Aircraft: N/A

DOT Passenger Aircraft: N/A

DOT/TDG Bulk: N/A

DOT Non-Bulk: N/A

Road and Rail (ADR-RID) :

ADR-Label: N/A

ADR - Hazard identification number: N/A

ADR-Transport category (Tunnel restriction code): N/A

Air (IATA) :

IATA-Passenger Aircraft: N/A

IATA-Cargo Aircraft: N/A
IATA-Label: N/A
IATA-Sub Risk: N/A
IATA-Erg: N/A
IATA-Special Provisioning: N/A

Sea (IMDG) :

IMDG-Stowage Code: N/A
IMDG-Stowage Note: N/A
IMDG-Sub Risk: N/A
IMDG-Special Provisioning: N/A
IMDG-Page: N/A
IMDG-Label: N/A
IMDG-EMS: N/A
IMDG-MFAG: N/A

15. REGULATORY INFORMATION

USA - Federal regulations

TSCA - Toxic Substances Control Act

TSCA inventory:

All the components are listed on the TSCA inventory

Section 313 - Toxic chemical list:

no substances listed

USA - State specific regulations

California Proposition 65

Substance(s) listed under California Proposition 65:

no substances listed

16. OTHER INFORMATION

Safety Data Sheet dated: 5/23/2015 - version 2

The information contained herein is based on our state of knowledge at the above-specified date. It refers solely to the product indicated and constitutes no guarantee of particular quality. The information relates only to the specific material and may not be valid for such material used in combination with any other material or in any process.

This document was prepared by a competent person who has received appropriate training.

It is the duty of the user to ensure that this information is appropriate and complete with respect to the specific use intended.

This SDS cancels and replaces any preceding release.

Legend to abbreviations and acronyms used in the safety data sheet:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.
RID: Regulation Concerning the International Transport of Dangerous Goods by Rail.
IMDG: International Maritime Code for Dangerous Goods.
IATA: International Air Transport Association.
IATA-DGR: Dangerous Goods Regulation by the "International Air Transport Association" (IATA).
ICAO: International Civil Aviation Organization.
ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO).
GHS: Globally Harmonized System of Classification and Labeling of Chemicals.
CLP: Classification, Labeling, Packaging.
EINECS: European Inventory of Existing Commercial Chemical Substances.
INCI: International Nomenclature of Cosmetic Ingredients.
CAS: Chemical Abstracts Service (division of the American Chemical Society).
GefStoffVO: Ordinance on Hazardous Substances, Germany.
LC50: Lethal concentration, for 50 percent of test population.
LD50: Lethal dose, for 50 percent of test population.
DNEL: Derived No Effect Level.
PNEC: Predicted No Effect Concentration.
TLV: Threshold Limiting Value.
TWATLV: Threshold Limit Value for the Time Weighted Average 8 hour day. (ACGIH Standard).
STEL: Short Term Exposure limit.
STOT: Specific Target Organ Toxicity.
WGK: German Water Hazard Class.
KSt: Explosion coefficient.

* Sheet model entirely changed in compliance to regulatory update.

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

1. PRODUCT IDENTIFICATION

Product identifier on label: **FUSILADE® II TURF AND ORNAMENTAL HERBICIDE**

Product No.: A12460A

Use: Herbicide

Manufacturer: Syngenta Crop Protection, LLC
Post Office Box 18300
Greensboro NC 27419

Manufacturer Phone: 1-800-334-9481

Emergency Phone: 1-800-888-8372

2. HAZARDS IDENTIFICATION

Classifications: Skin Sensitizer: Category 1B
Carcinogenicity: Category 2
Reproductive Toxicity: Category 2
Aspiration Hazard: Category 1
Inhalation: Category 2

Signal Word (OSHA): Danger

Hazard Statements: May be fatal if swallowed and enters airways
May cause an allergic skin reaction
Fatal if inhaled
Suspected of causing cancer
Suspected of damaging fertility or the unborn child

Hazard Symbols:



Precautionary Statements: Do not breathe mist, vapors, spray.
Use only outdoors or in a well-ventilated area.
Contaminated work clothing must not be allowed out of the workplace.
In case of inadequate ventilation wear respiratory protection. See Section 8 Exposure Control/Personal Protection.
If on skin: Wash with plenty of soap and water.
If inhaled: Remove person to fresh air and keep comfortable for breathing.
Immediately call a poison center, doctor or Syngenta.
Specific treatment is urgent (see Section 4 First Aid Measures).

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

If skin irritation or rash occurs: Get medical advice.
Wash contaminated clothing before reuse.
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
If exposed or concerned: Get medical advice/attention.
Wear protective gloves, protective clothing, eye protection.
If swallowed: Immediately call a poison center, doctor or Syngenta.
Do NOT induce vomiting.
Store locked up.
Dispose of contents and container in accordance with local regulations.

Other Hazard Statements: None

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Common Name	CAS Number	Concentration
Petroleum distillates, light paraffinic	Petroleum distillates, light paraffinic	64741-89-5	<40.0%
Other ingredients	Other ingredients	Trade Secret	>5.5%
Solvent Naptha (Petroleum), Heavy Aromatic	Aromatic Solvent	64742-94-5	<30.0%
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate	Fluazifop-P-Butyl	79241-46-6	24.5%

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

Have the product container, label or Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Skin Contact: If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Inhalation: If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

Most important symptoms/effects:

Allergic skin reaction

Indication of immediate medical attention and special treatment needed:

There is no specific antidote if this product is ingested.

Treat symptomatically.

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

Persons suffering a temporary allergic reaction may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO2 extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions in Protective Equipment Section. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

7. HANDLING AND STORAGE

Precautions for safe handling:

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities:

Store locked up.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Petroleum distillates, light paraffinic	Not Established	Not Established	Not Established	Not Applicable
Other ingredients	Not Established	Not Established	Not Established	Not Applicable
Aromatic Solvent	Not Established	Not Established	50 mg/m3 (8 ppm) TWA	Manufacturer

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

Fluazifop-P-Butyl	Not Established	Not Established	0.5 mg/m ³ TWA	Syngenta
-------------------	-----------------	-----------------	---------------------------	----------

Appropriate engineering controls:

Use effective engineering controls to comply with occupational exposure limits (if applicable).

Individual protection measures:

Ingestion:

Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Eye Contact:

Where eye contact is likely, use chemical splash goggles.

Skin Contact:

Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber or Viton), coveralls, socks and chemical-resistant footwear.

Inhalation:

A combination particulate/organic vapor respirator should be used until effective engineering controls are installed to comply with occupational exposure limits, or until exposure limits are established. Use a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE filter.

Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Dark brown liquid, free of sediment

Odor: Aromatic

Odor Threshold: Not Available

pH: 6.2 (1% w/w dilution in deionized water)

Melting point/freezing point: Not Applicable

Initial boiling point and boiling range: Not Available

Flash Point (Test Method): > 212°F (TCC)

Flammable Limits (% in Air): Not Available

Flammability: Not Applicable

Vapor Pressure: Fluazifop-P-Butyl 4.5 x 10⁻⁷ mmHg @ 68°F (20°C)

Vapor Density: Not Available

Relative Density: 0.981 g/cm³

Solubility (ies): Fluazifop-P-Butyl Almost insoluble in water (1 mg/l @ pH 5 - 6.5)

Partition coefficient: n-octanol/water: Not Available

Autoignition Temperature: Not Available

Decomposition Temperature: Not Available

Viscosity: Not Available

Other: None

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

10. STABILITY AND REACTIVITY

Reactivity: Not reactive.
Chemical stability: Stable under normal use and storage conditions.
Possibility of hazardous reactions: Will not occur.
Conditions to Avoid: None known.
Incompatible materials: None known.
Hazardous Decomposition Products: None known.

11. TOXICOLOGICAL INFORMATION

Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Rash, redness or itching

Delayed, immediate and chronic effects of exposure: Developmental toxicity, Possible carcinogenicity, Allergic skin reaction

Numerical measures of toxicity (acute toxicity/irritation studies (finished product))

Ingestion:	Oral (LD50 Rat) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Animal Not Available) :	0.54 mg/l air - 4 hours
Eye Contact:	Slightly Irritating (Rabbit)	
Skin Contact:	Moderately Irritating (Rabbit)	
Skin Sensitization:	See "Other Toxicity Information", Sec. 11	

Reproductive/Developmental Effects

Fluazifop-P-Butyl : Embryo/foetoxic effects have been reported in rats. Did not show teratogenic effects in animal experiments.

Chronic/Subchronic Toxicity Studies

Fluazifop-P-Butyl : Effects on red cells, bone marrow, liver and spleen observed in long-term high dose feeding tests in dogs. No adverse health effects are expected in humans at airborne levels below the occupational exposure limit.

Carcinogenicity

Fluazifop-P-Butyl : Did not show mutagenic effects in animal experiments. Did not show carcinogenic effects in animal experiments.

Chemical Name	NTP/IARC/OSHA Carcinogen
Petroleum distillates, light paraffinic	No
Other ingredients	No

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

Solvent Naptha (Petroleum), Heavy Aromatic No
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate No

Other Toxicity Information

Repeated and/or prolonged contact may cause skin sensitization.

Toxicity of Other Components

Aromatic Solvent

May cause irritation to the eyes, skin and respiratory system.
May cause dizziness or drowsiness. Aspiration hazard.

Other ingredients

Not Established

Petroleum distillates, light paraffinic

May cause respiratory tract irritation. Harmful if swallowed. Pulmonary aspiration hazard.

Target Organs

Active Ingredients

Fluazifop-P-Butyl : Blood, bone marrow, liver, spleen

Inert Ingredients

Aromatic Solvent: Eye, skin, respiratory system, nervous system

Other ingredients: Not Established

Petroleum distillates, light paraffinic: Respiratory tract

12. ECOLOGICAL INFORMATION

Eco-Acute Toxicity

Fluazifop-P-Butyl :

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 6.02 ppm

Green Algae 4-day EC50 > 1.8 ppm

Bird (Mallard Duck) 14-day LD50 > 3528 mg/kg

Environmental Fate

Fluazifop-P-Butyl :

The information presented here is for the active ingredient, fluazifop-p-butyl.
Not persistent in soil or water.

13. DISPOSAL CONSIDERATIONS

Disposal:

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

14. TRANSPORT INFORMATION

DOT Classification

Ground Transport - NAFTA

< 300 gallons: Not regulated

> 300 gallons:

Proper Shipping Name: Other Regulated Substances, Liquid, N.O.S. (RQ - Naphthalene)

Hazard Class: Class 9

Identification Number: NA 3082

Packing Group: PG III

Comments

Water Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop), Marine Pollutant

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

Air Transport

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop)

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

15. REGULATORY INFORMATION

Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if absorbed through skin or inhaled. Causes eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes or clothing. Avoid breathing vapor or spray mist.

EPA Registration Number(s):

100-1084

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard

Chronic Health Hazard

Section 313 Toxic Chemicals: Aromatic Solvent <30.0% (CAS No. 64742-94-5)

California Proposition 65:

This product contains a chemical(s) known to the state of California to cause cancer and birth defects or other reproductive harm.

CERCLA/SARA 304 Reportable Quantity (RQ):

Report product spills > 305 gal. (based on naphthalene [RQ = 100 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261):

Not Applicable

TSCA Status:

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMS Hazard Ratings

Health: 2
Flammability: 1
Physical Hazard: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme
*	Chronic

Syngenta Hazard Category: D,S

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 11/25/1998
Revision Date: 6/24/2016 Replaces: 6/9/2016
Section(s) Revised: 2, 11, 16

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

1/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name MERIT® 75 WSP INSECTICIDE

Product code (UVP) 04399455

SDS Number 102000007120

EPA Registration No. 432-1318

Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
USA

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Oral, Inhalation): Category 4

Combustible dust

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if swallowed.

Harmful if inhaled.

May form combustible dust - air mixtures.

Conduct Dust Hazard Assessment (DHA).

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

2/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

Precautionary statements

Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Avoid breathing dust.
Use only outdoors or in a well-ventilated area.
IF SWALLOWED: Call a POISON CENTER/doctor/physician if you feel unwell.
Rinse mouth.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Imidacloprid	138261-41-3	75.0
Sodium lignosulphonate	8061-51-6	5.0
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts	68909-82-0	3.2

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

3/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

Indication of any immediate medical attention and special treatment needed

Treatment Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water, Carbon dioxide (CO₂), Foam, Dry chemical

Unsuitable High volume water jet

Advice for firefighters

Special protective equipment for firefighters Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point Not applicable

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity No data available

Dust explosion class No data available

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Avoid dust formation. Sweep up or vacuum up spillage and collect in suitable container for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

4/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle and open container in a manner as to prevent spillage. Use only in area provided with appropriate exhaust ventilation.

Advice on protection against fire and explosion Keep away from heat and sources of ignition.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.
Contaminated work clothing should not be allowed out of the workplace. Remove contaminated clothing immediately and dispose of safely.

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a place accessible by authorized persons only. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep away from direct sunlight. Protect from freezing.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Imidacloprid	138261-41-3	0.7 mg/m ³ (TWA)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Tightly fitting safety goggles

Skin and body protection Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures Follow manufacturer's instructions for cleaning/maintaining PPE. If

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

5/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white to light beige
Physical State	powder
Odor	none
Odour Threshold	No data available
pH	7 (1 %) suspension in water
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Bulk density	30 lb/ft ³ (bulk density tapped)
Evaporation rate	Not applicable
Boiling Point	Not applicable
Melting / Freezing Point	Not applicable
Water solubility	dispersible
Minimum Ignition Energy	> 100 - < 300 mJ
Decomposition temperature	No data available
Partition coefficient: n-octanol/water	No data available
Viscosity	Not applicable
Flash point	Not applicable
Auto-ignition temperature	No data available
Lower explosion limit	Not applicable
Upper explosion limit	Not applicable
Explosivity	No data available
Dust explosion class	No data available

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

6/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	No data available
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	No hazardous reactions when stored and handled according to prescribed instructions.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	No data available
Hazardous decomposition products	Hydrogen cyanide (hydrocyanic acid) Carbon monoxide Nitrogen oxides (NOx) Hydrogen chloride (HCl)

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Ingestion, Eye contact, Skin contact, Skin Absorption, Inhalation
Immediate Effects	
Eye	Causes eye irritation.
Skin	Harmful if absorbed through skin.
Ingestion	Harmful if swallowed.
Inhalation	Harmful if inhaled.
Information on toxicological effects	
Acute oral toxicity	LD50 (male Rat) 2,591 mg/kg LD50 (female Rat) 1,858 mg/kg
Acute inhalation toxicity	LC50 (male Rat) 2.65 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual) LC50 (female Rat) 2.75 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual)
Acute dermal toxicity	LD50 (male/female combined Rat) > 2,000 mg/kg
Skin corrosion/irritation	slight irritation (Rabbit)
Serious eye damage/eye irritation	Minimally irritating. (Rabbit)
Respiratory or skin	Non-sensitizing. (Guinea pig)

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

7/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

sensitisation

Assessment STOT Specific target organ toxicity – repeated exposure

Imidacloprid did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Imidacloprid was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Imidacloprid was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Assessment toxicity to reproduction

Imidacloprid caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Imidacloprid is related to parental toxicity.

Assessment developmental toxicity

Imidacloprid caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Imidacloprid are related to maternal toxicity.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 211 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 85 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient imidacloprid.

EC50 (Chironomus riparius (non-biting midge)) 0.0552 mg/l
Exposure time: 24 h
The value mentioned relates to the active ingredient imidacloprid.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

8/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

Chronic toxicity to aquatic invertebrates	EC10 (Chironomus riparius (non-biting midge)): 2,09 µg/l Exposure time: 28 d The value mentioned relates to the active ingredient imidacloprid.
Toxicity to aquatic plants	IC50 (Desmodesmus subspicatus (green algae)) > 10 mg/l Growth rate; Exposure time: 72 h The value mentioned relates to the active ingredient imidacloprid.
Biodegradability	Imidacloprid: Not rapidly biodegradable
Koc	Imidacloprid: Koc: 225
Bioaccumulation	Imidacloprid: Does not bioaccumulate.
Mobility in soil	Imidacloprid: Moderately mobile in soils
Additional ecological information	No further ecological information is available.
Environmental precautions	Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not allow to get into surface water, drains and ground water. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Pesticide, spray mixture or rinse water that cannot be used according to label instructions may be disposed of on site or at an approved waste disposal facility. Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Puncture container to avoid re-use. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State/Provincial and local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

9/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 14: TRANSPORT INFORMATION

49CFR Not dangerous goods / not hazardous material

IMDG

UN number	3077
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)

IATA

UN number	3077
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1318

US Federal Regulations

TSCA list

Sodium lignosulphonate	8061-51-6
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts	68909-82-0
Sodium aluminium silicate	1344-00-9

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)
Not applicable.

SARA Title III - Section 302 - Notification and Information
None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting
None.

US States Regulatory Reporting

CA Prop65
This product does not contain any substances known to the State of California to cause cancer.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

10/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Sodium aluminium silicate 1344-00-9 CA, MN

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Harmful if swallowed, inhaled or absorbed through the skin.
Causes eye irritation.
Avoid contact with skin, eyes and clothing.
Avoid breathing dust or vapour.
Wash thoroughly with soap and water after handling.
Remove and wash contaminated clothing before re-use.
Do not allow children or pets to enter the treated area until it has dried.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

11/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification. Section 3: Composition / Information on Ingredients. Reviewed and updated for general editorial purposes.

Revision Date: 12/04/2018

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Turf Supreme 16-6-8
Product code : M74025

1.2. Recommended use and restrictions on use

No additional information available

1.3. Supplier

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2B H320 Causes eye irritation
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation H335 May cause respiratory irritation

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS-US labelling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation
H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash hands, forearms and face thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P312 - Call a poison center/doctor/... if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container to ... specify in accordance with local/regional/national regulations

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Iron Oxysulfate			Eye Irrit. 2B, H320
Manganese Oxysulfate			Eye Irrit. 2B, H320
Wax	(CAS No) 64771-72-8		Not classified

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures general	: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing. Allow breathing of fresh air. Allow the victim to rest.
First-aid measures after skin contact	: Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.
First-aid measures after eye contact	: Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist. Rinse eyes with water as a precaution.
First-aid measures after ingestion	: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries	: Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Foam. Dry powder. Carbon dioxide. Water spray. Sand.
Unsuitable extinguishing media	: Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

Reactivity	: The product is non-reactive under normal conditions of use, storage and transport.
------------	--------------------------------------------------------------------------------------

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions	: Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
Protection during firefighting	: Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures	: Ventilate spillage area. Evacuate unnecessary personnel.
----------------------	------------------------------------------------------------

6.1.2. For emergency responders

Protective equipment	: Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use. Store in a well-ventilated place. Keep cool.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

ammonium sulfate (7783-20-2)
Not applicable
Monoammonium Phosphate (7722-76-1)
Not applicable
Wax (64771-72-8)
Not applicable
Iron Oxysulfate
Not applicable
Manganese Oxysulfate
Not applicable
potassium chloride (7447-40-7)
Not applicable

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Avoid all unnecessary exposure.

Hand protection:

Wear protective gloves

Eye protection:

Chemical goggles or safety glasses. Safety glasses

Skin and body protection:

Wear suitable protective clothing

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Respiratory protection:

Wear appropriate mask

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Gray granules.
Colour	: Gray
Odour	: Odorless
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Non-flammable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: Not applicable
Density	: 63 lbs/ft ³
Solubility	: Water: 60 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable. Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Extremely high temperatures. Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Oxidizing agent. Prolonged contact may cause oxidation of unprotected metals. Strong acids. Strong bases.

10.6. Hazardous decomposition products

Extremely high temperatures. The product may reach melting point and decompose to release NH₃, SO_x, PO_x, or CN. fume. Carbon monoxide. Carbon dioxide.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight

Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight

Manganese Oxysulfate	
LD50 oral rat	2150 mg/kg
ATE US (oral)	2150 mg/kg bodyweight

potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600 mg/kg bodyweight

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Causes eye irritation.
 Respiratory or skin sensitisation : Not classified
 Germ cell mutagenicity : Not classified
 Based on available data, the classification criteria are not met
 Carcinogenicity : Not classified

Reproductive toxicity : Not classified
 Based on available data, the classification criteria are not met

Specific target organ toxicity (single exposure) : May cause respiratory irritation.

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)

Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

potassium chloride (7447-40-7)	
LC50 fish 1	920 mg/l (96 h; Gambusia affinis; Static system)
EC50 Daphnia 1	630 mg/l (48 h; Ceriodaphnia dubia)
LC50 fish 2	2010 mg/l (96 h; Lepomis macrochirus; Static system)
EC50 Daphnia 2	660 mg/l (48 h; Daphnia magna)
Threshold limit algae 1	850 mg/l (72 h; Scenedesmus subspicatus)
Threshold limit algae 2	> 100 mg/l (72 h; Scenedesmus subspicatus; GLP)

12.2. Persistence and degradability

Turf Supreme 16-6-8	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Wax (64771-72-8)	
Persistence and degradability	Not established.
Iron Oxysulfate	
Persistence and degradability	Not established.
potassium chloride (7447-40-7)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

12.3. Bioaccumulative potential

Turf Supreme 16-6-8	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
Wax (64771-72-8)	
Bioaccumulative potential	Not established.
Iron Oxysulfate	
Bioaccumulative potential	Not established.
potassium chloride (7447-40-7)	
Log Pow	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

- Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Iron Oxysulfate	CAS No	%
Manganese Oxysulfate	CAS No	%

15.2. International regulations

CANADA

ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

- Data sources : REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.
- Other information : None.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
 Product name : Best Nitra King 21-2-4-2.0 Fe
 Product code : M827857

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

JR Simplot Company
 P.O. Box 70013
 Boise, ID 83707
 T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Eye Irrit. 2B H320
 STOT SE 3 H335

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US) :



GHS07

Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation
 H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
 P264 - Wash ... thoroughly after handling
 P271 - Use only outdoors or in a well-ventilated area
 P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 P312 - Call a poison center/doctor/... if you feel unwell
 P337+P313 - If eye irritation persists: Get medical attention
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed
 P405 - Store locked up
 P501 - Dispose of contents/container to ...

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Name	Product identifier	%	GHS-US classification
ASN-26 26-0-0			Eye Irrit. 2B, H320 STOT SE 3, H335
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium sulfate	(CAS No) 7778-80-5		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Oxysulfate			Eye Irrit. 2B, H320
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Best Nitra King 21-2-4-2.0 Fe	
ACGIH	Not applicable
OSHA	Not applicable
Monoammonium Phosphate (7722-76-1)	
ACGIH	Not applicable
OSHA	Not applicable
potassium sulfate (7778-80-5)	
ACGIH	Not applicable
OSHA	Not applicable
Iron Oxysulfate	
ACGIH	Not applicable
OSHA	Not applicable
wax (paraffins- petroleum) (64771-72-8)	
ACGIH	Not applicable
OSHA	Not applicable
ASN-26 26-0-0	
ACGIH	Not applicable
OSHA	Not applicable
ammonium sulfate (7783-20-2)	
ACGIH	Not applicable
OSHA	Not applicable

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Appearance	: Granules.
Colour	: Multi-colored
Odour	: characteristic
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Solubility	: Soluble. Water: Solubility in water of component(s) of the mixture : • Monoammonium Phosphate: 38 g/100ml • potassium sulfate: 11 g/100ml • wax (paraffins-petroleum): insoluble • ammonium sulfate: 77 g/100ml
Log Pow	: No data available
Log Kow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other Information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Monoammonium Phosphate (7722-76-1)	
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750.000 mg/kg bodyweight
potassium sulfate (7778-80-5)	
LD50 oral rat	6600 mg/kg (Rat)
ATE US (oral)	6600.000 mg/kg bodyweight
wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)
ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840.000 mg/kg bodyweight

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Causes eye irritation.
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)
potassium sulfate (7778-80-5)	
LC50 fish 1	1692.4 mg/l (96 h; Alburnus alburnus)
LC50 other aquatic organisms 1	> 1000 mg/l (96 h)
EC50 Daphnia 1	890 mg/l (48 h; Daphnia magna; Static system)
LC50 fish 2	653 - 796 mg/l (96 h; Lepomis macrochirus)
EC50 Daphnia 2	1180 mg/l (96 h; Crustacea)
TLM fish 1	3550 ppm (96 h; Lepomis sp.)
Threshold limit other aquatic organisms 1	> 1000 mg/l (96 h)
Threshold limit algae 1	2900 mg/l (72 h; Scenedesmus subspicatus)
ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.2. Persistence and degradability

Best Nitra King 21-2-4-2.0 Fe	
Persistence and degradability	Not established.
Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
potassium sulfate (7778-80-5)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
Iron Oxysulfate	
Persistence and degradability	Not established.
wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.
ASN-26 26-0-0	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.

12.3. Bioaccumulative potential

Best Nitra King 21-2-4-2.0 Fe	
Bioaccumulative potential	Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
potassium sulfate (7778-80-5)	
Bioaccumulative potential	Not bioaccumulative. Not established.
Iron Oxysulfate	
Bioaccumulative potential	Not established.
wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.
ASN-26 26-0-0	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT
Not regulated for transport

Additional information

Other information : No supplementary information available.

ADR

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Iron Oxysulfate	CAS No	
wax (paraffins- petroleum)	CAS No 64771-72-8	
ASN-26 26-0-0	CAS No	

This product or mixture does not contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

No additional information available

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer and/or reproductive harm

SECTION 16: Other information

Other information : None.

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Full text of H-phrases:

Eye Irrit. 2B	Serious eye damage/eye irritation, Category 2B
STOT SE 3	Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation
H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.



Super Turf 25-5-5

Contains **POLYON**
Controlled-Release Fertilizer
& Turf Supreme.

DESCRIPTION: A DRY-APPLICATION, CONTROLLED-RELEASE LANDSCAPE FERTILIZER FEATURING POLYON® (POLYMER-COATED UREA) AND TURF SUPREME®.

GUARANTEED ANALYSIS:

TOTAL NITROGEN (N)	25.00%
10.60% Ammoniacal Nitrogen	
14.40% Urea Nitrogen*	
AVAILABLE PHOSPHATE (P ₂ O ₅)	5.00%
SOLUBLE POTASH (K ₂ O)	5.00%
Sulfur (S)	10.00%
Iron (Fe)	0.90%
Manganese (Mn)	0.10%

Derived from Polymer-Coated Urea, Ammonium Sulfate, Monoammonium Phosphate, Muriate of Potash, Iron Oxysulfate and Manganese Oxysulfate.

*14.40% slowly available urea nitrogen from polymer-coated urea.



KEEP OUT OF REACH OF CHILDREN

WARNING

CAUSES SKIN IRRITATION. CAUSES EYE IRRITATION. MAY CAUSE RESPIRATORY IRRITATION.

PRECAUTIONARY STATEMENTS: Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Call a poison control center / doctor if you feel unwell. Specific treatment see First Aid section on this label.

PERSONAL PROTECTIVE EQUIPMENT: Wear protective gloves / protective clothing / eye protection / face protection. Take off contaminated clothing and wash before reuse.

FIRST AID: IF ON SKIN Wash with plenty of water. If skin irritation occurs get medical advice / attention. **IF INHALED** Remove person to fresh air and keep comfortable for breathing. **IF IN EYES** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical advice / attention.

STORAGE AND DISPOSAL: **STORAGE** Store in a well-ventilated place. Keep container tightly closed. Store locked up. **DISPOSAL** Dispose of contents / container in accordance with local / regional / national regulations.

BENEFITS:

- **SUPERIOR BLEND**—includes essential turf nutrients—nitrogen, phosphate, potash, sulfur and iron— in a virtually stain-resistant homogeneous pellet.
- **EXTENDED NITROGEN FEEDING**—57% of the nitrogen is from Polyon® (polymer-coated urea) which provides up to 12 weeks of turf response.
- **DRY APPLICATION**—Turf Supreme® homogeneous N-P-K granules provide a watering window of up to 24 hours before there's a danger of turf burn.
- **LABOR SAVING**—longer-lasting, controlled-release nitrogen means fewer applications and a slower growth rate, requiring less mowing time.
- **VERSATILE**—proven technology that is ideal for schools, parks, cemeteries, golf courses and professional lawn care applications.

APPLICATION RATES:

	Lbs. of "N" to Apply per 1,000 sq. ft.	Lbs. of BEST Super Turf® 25-5-5 to Apply per 1,000 sq. ft.	Lbs. of BEST Super Turf® 25-5-5 to Apply per Acre
TURFGRASS:	1.00	4.0	175
	1.25	5.0	220
	1.50*	6.0*	260*

*Recommended Rate



Re-apply every 10 - 12 weeks.

PREPLANT: Broadcast 6 lbs. per 1,000 sq. ft. (260 lbs. per acre).

GROUND COVER: Broadcast at 4 lbs. per 1,000 sq. ft. (¼ lb. per 100 sq. ft.).

SHRUBS & EVERGREENS: Sprinkle ¼ cup evenly around dripline of plant and work into top inch of soil.

TREES: Apply 1/3 lb. per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

NOT RECOMMENDED FOR NURSERY APPLICATION.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers.

Example: an 8 oz. (1 cup) measuring cup holds approximately 8 oz. (½ lb.) of dry granular fertilizer.

PRODUCT COVERAGE:

Based on the Recommended Turfgrass Rate.

ONE 50-LB. BAG COVERS 8,300 SQ. FT
5.2 50-LB. BAGS COVER 1 ACRE

SPREADER SETTINGS:

Listed Settings Will

Approximately Apply the

Recommended Turfgrass Rate.

BEST® Pro	5½B	Rates are for spreading one time across in one direction ← →
Spyker / BEST® Model 34, 44, 64	5	
Earthway	16	
Lesco	18	
Scotts R-8A (Cone 5)	0	
Lely 1250 / Vicon	visit www.bestfertilizer.com	

SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

APPLICATIONS PRECAUTIONS:

- Iron and other plant nutrients can stain sidewalks. Sweep walkways prior to irrigation. Walkways should be dry at time of application.
- Keep away from pools, ponds, etc. Do not contaminate potable water.

PACKAGE SIZE:

50 LB. (22.68 Kg.) BAGS

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.regulatory-info-jr.com>

DISCLAIMER OF WARRANTIES: Seller warrants that the composition of this product conforms to the description given on this label. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Timing, rate and method of application, weather and crop conditions, mixtures not specifically recommended on this label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees in the event of damages arising from the use of this product to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or directions concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

BEST, Super Turf, and Turf Supreme are registered trademarks of J.R. Simplot Company. Polyon® is a registered trademark owned by Koch Agronomic Services, LLC. ITEM# 74033_GHS_R10-22-2014



J.R. Simplot Company
Professional Products
P.O. Box 198 • Lathrop, CA 95330 • (208)336-2110



Customer Service 800-992-6066

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Triple Pro 15-15-15
Product code : M74102

1.2. Relevant identified uses of the substance or mixture and uses advised against

No additional information available

1.3. Details of the supplier of the safety data sheet

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2B H320
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation H335

Full text of H statements : see section 16

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US) :



GHS07

Signal word (GHS-US) : Warning
Contains : ammonium sulfate; Monoammonium Phosphate; urea; Sand
Hazard statements (GHS-US) : H320 - Causes eye irritation
H335 - May cause respiratory irritation
Precautionary statements (GHS-US) : P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash hands, forearms and face thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P312 - Call a poison center/doctor/... if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container to ... in accordance with local, regional, and national regulations

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
urea	(CAS No) 57-13-6		Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified
Sand			STOT SE 3, H335

Full text of H-statements: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell. Allow breathing of fresh air. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed. Keep container closed when not in use.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

ammonium sulfate (7783-20-2)

Not applicable

Monoammonium Phosphate (7722-76-1)

Not applicable

potassium chloride (7447-40-7)

Not applicable

urea (57-13-6)

Not applicable

wax (paraffins- petroleum) (64771-72-8)

Not applicable

Sand

Not applicable

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid

Appearance : Granules.

Colour : Light green

Odour : characteristic

Odour threshold : No data available

pH : 6 - 7

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Solubility	: Soluble. Water: Solubility in water of component(s) of the mixture : • ammonium sulfate: 77 g/100ml • Monoammonium Phosphate: 38 g/100ml • potassium chloride: 34 g/100ml • urea: 100 g/100ml • wax (paraffins- petroleum): insoluble
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840.000 mg/kg bodyweight
Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750.000 mg/kg bodyweight

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600.000 mg/kg bodyweight
urea (57-13-6)	
LD50 oral rat	8471 mg/kg (Rat; OECD 401: Acute Oral Toxicity; Literature study; 14300 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rat	> 3200 mg/kg (Rat; Literature study)
LD50 dermal rabbit	> 21000 mg/kg (Rabbit; Literature study)
ATE US (oral)	8471.000 mg/kg bodyweight
wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)

Skin corrosion/irritation	: Not classified pH: 6 - 7
Serious eye damage/irritation	: Causes eye irritation. pH: 6 - 7
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified Based on available data, the classification criteria are not met
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified Based on available data, the classification criteria are not met
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)
Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)
potassium chloride (7447-40-7)	
LC50 fish 1	920 mg/l (96 h; Gambusia affinis; Static system)
EC50 Daphnia 1	630 mg/l (48 h; Ceriodaphnia dubia)
LC50 fish 2	2010 mg/l (96 h; Lepomis macrochirus; Static system)
EC50 Daphnia 2	660 mg/l (48 h; Daphnia magna)
Threshold limit algae 1	850 mg/l (72 h; Scenedesmus subspicatus)
Threshold limit algae 2	> 100 mg/l (72 h; Scenedesmus subspicatus; GLP)

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

urea (57-13-6)	
LC50 fish 1	> 6810 mg/l (96 h; Leuciscus idus; Nominal concentration)
EC50 Daphnia 1	> 10000 mg/l (48 h; Daphnia magna; Nominal concentration)
LC50 fish 2	17500 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 2	> 10000 mg/l (24 h; Daphnia magna)
TLM fish 1	17500 ppm (96 h; Poecilia reticulata)
Threshold limit other aquatic organisms 1	120000 mg/l (16 h; Bacteria; Toxicity test)
Threshold limit other aquatic organisms 2	> 10000 mg/l (Pseudomonas putida)
Threshold limit algae 1	> 10000 mg/l (168 h; Scenedesmus quadricauda; Growth rate)
Threshold limit algae 2	47 mg/l (192 h; Microcystis aeruginosa; Growth rate)

12.2. Persistence and degradability

Best Triple Pro 15-15-15	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
potassium chloride (7447-40-7)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
urea (57-13-6)	
Persistence and degradability	Inherently biodegradable. Hydrolysis in water. Not established.
ThOD	0.27 g O ₂ /g substance
wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.
Sand	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Best Triple Pro 15-15-15	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
potassium chloride (7447-40-7)	
Log Pow	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
urea (57-13-6)	
BCF fish 1	1 (72 h; Brachydanio rerio; Fresh water)
BCF other aquatic organisms 1	11700 (Chlorella sp.)
Log Pow	< -1.73 (Experimental value; EU Method A.8: Partition Coefficient)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.
Sand	
Bioaccumulative potential	Not established.

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

ammonium sulfate (7783-20-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Monoammonium Phosphate (7722-76-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

potassium chloride (7447-40-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

urea (57-13-6)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sand

Not listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

No additional information available

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 16: Other information

Data sources : REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.

Other information : None.

Full text of H-statements:

H315	Causes skin irritation
H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Aztec Landscaping, Inc., a corporation, as principal, and
Platte River Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Hundred Eighty Thousand Nine Hundred Seventy-Eight and Seventy-Five Cents (\$180,978.75)
for the faithful performance of the
annexed contract, and in the sum of ^{One Hundred Eighty Thousand Nine Hundred Seventy-Eight and Seventy-Five Cents (\$180,978.75)}
for the benefit
of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated August 20th, 2021

Approved as to Form

Aztec Landscaping, Inc.

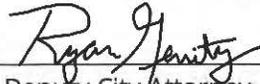
Principal

By 

Rafael Aguilar

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

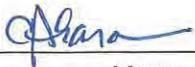
Platte River Insurance Company

Surety

By 

Attorney-in-fact Cyndi Beilman

Approved:

By 
Mayor or Designee

2121 North California Blvd Suite 300

Local Address of Surety

Walnut Creek, CA 94596-3572

Local Address (City, State) of Surety

(925) 262-2700

Local Telephone No. of Surety

Premium \$ 13,465.00

Bond No. PR2730871

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2730871

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CYNDI BEILMAN; ANNE WRIGHT; REBECCA JAMES

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

'RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.'

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary

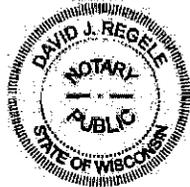


PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August, 2021



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

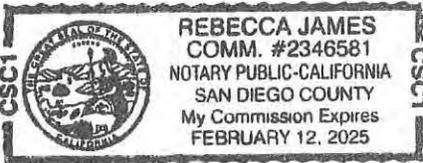
STATE OF CALIFORNIA

County of San Diego }

On 8/20/2021 before me, Rebecca James, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Rebecca James
Signature of Notary Public Rebecca James

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

